

Agreement

WHEREAS, the Undersigned is a full-time EPFL Professor with financial interests and/or responsibilities in a private business;

WHEREAS, it is the policy of the EPFL to encourage the creation of businesses and employment through technology transfer and to encourage professors, employees and students to take initiatives accordingly, for example by taking active part in the creation of start-ups;

WHEREAS, it is important for a public institution such as the EPFL to make certain that the relations it maintains with private business do not give rise to accusations or suspicion from a legal or ethical point of view through the actions of its members;

WHEREAS, EPFL's top management enacted a Policy on the handling of conflicts of interest related to activities or public functions performed outside the employment with EPFL on October 17, 2005 (hereafter "the Conflicts of Interest Policy"¹);

WHEREAS, the personal responsibility of the professor is important in that it ensures compliance with standards of law and ethics as well as the transparency of relations;

WHEREAS, the Undersigned, Mrs./Mr. _____, currently full-time professor at the EPFL and responsible for the _____ Laboratory at the _____ School, has or will have financial interests and/or responsibilities in the company _____ (hereinafter referred to as "the Start-Up").

Explain the particular situation and the position of the professor in the company (tasks, responsibilities etc.):

NOW, THEREFORE, the Undersigned agrees as follows:

¹ <http://documents.epfl.ch/groups/p/po/polylex/www/collaborateurs/DirgestconflitAng.pdf>
6.1.10-E-04.11.05

1. The Undersigned shall not accept the office of President (or Chairman) of the Board of Directors or Managing Director of the Start-Up; if the Undersigned wishes to serve on the Board, he shall request authorization from EPFL's Vice-President for Academic Affairs. If he serves on the Board, he shall do so on his own behalf and agrees to communicate such information to the Start-Up and to the Start-Up's shareholders, creditors and customers.
2. The Undersigned shall devote no more than one day per week to his activities for the Start-Up. In the event the Undersigned accepts private consulting assignments for third parties in addition to his activities for the Start-Up, the time allotted to all such activities outside the EPFL shall not exceed one day a week except as approved by the Vice-President for Academic Affairs. Article 8 of the Conflicts of Interest Policy shall apply to consulting activities for the Start-Up².
3. Subject to Section 4, any contract or agreement between the Start-Up and the EPFL shall require the prior approval of EPFL's top management through the Industrial Relations Office (SRI), regardless of the nature, scope and value of the contract. Furthermore, such contracts shall be co-signed by the Dean of the school on behalf of EPFL. Neither the Undersigned, nor his spouse, parent, child, parent's or child's spouse, brother or sister shall be authorized to represent the Start-Up in any contracts or agreements which may be concluded with the EPFL.
4. For any acquisition of goods or services from the Start-Up by EPFL the undersigned shall comply with the Regulations concerning the procedure to be followed for the acquisition of goods and services in the event of possible conflict of interest of April 15, 2010.³
5. The Undersigned shall not transfer to the Start-Up any intellectual property obtained or developed at the EPFL such as research results, patented or unpatented inventions or software unless explicitly permitted by contract approved by EPFL's general management through SRI unless said property is in the public domain. Any rights of third parties to said property are reserved.
6. The Undersigned acknowledges that the rights on the inventions and the other intellectual property he generates in the performance of his activities for EPFL belong to EPFL by law, except for the copyrights on works other than software (article 36 of the Swiss Federal Act on the EPF⁴).
7. The Undersigned shall be responsible for making certain that the use for or by the Start-Up of EPFL personnel, equipment, material, software or other resources has been agreed upon in a contract approved by EPFL's top management through SRI and setting forth the terms and conditions of said use, subject to Article 6, paragraph 1, of the Conflicts of Interest Policy⁵. This also applies to any work the Start-Up may wish to subcontract to the EPFL.

² <http://documents.epfl.ch/groups/p/po/polylex/www/collaborateurs/DirgestconflitAng.pdf>

³ <https://documents.epfl.ch/groups/p/po/polylex/www/recherche/Achats%20conflits%20ang.pdf>

⁴ RS 414.110, http://www.admin.ch/ch/f/rs/c414_110.html

⁵ <http://documents.epfl.ch/groups/p/po/polylex/www/collaborateurs/DirgestconflitAng.pdf>

8. In the framework of scientific collaborations between the laboratory and third parties, the Undersigned shall strive to treat on equal terms with all industrial partners, including the Start-Up.
9. Within the context of his activity with the EPFL, the Undersigned has access to confidential information from third parties or from the EPFL of a technical, commercial or other nature including but not limited to research results, patent applications, contracts, software and/or technical data. The Undersigned acknowledges that this information is subject to the professional secret and trade secret (pursuant to article 22 of the Swiss Federal Act on the Confederation's staff⁶) and therefore shall not disclose such confidential information directly or indirectly to any third parties or use the same outside the EPFL within the context of the Start-Up or for any other purpose except as expressly and previously approved by the EPFL or the rightful owner.
10. In the event the Start-Up intends to conclude an agreement with a business which has concluded or is in the process of concluding a research contract involving the EPFL unit directed by the Undersigned, he shall inform SRI accordingly and describe succinctly the objective of said contract between the Start-Up and such business.
11. The Undersigned shall strive to clearly separate his activity for the Start-Up from his activity for the EPFL in order to avoid any confusion on the part of third parties. Specifically, the Undersigned shall not use the EPFL stationery nor the EPFL logo, shall not integrate pages of the EPFL web site into the Start-Up web site (otherwise than by means of a mere hyperlink) and shall not receive associates of the Start-Up on EPFL premises (except as authorized for specific purposes such as scientific and technical demonstrations).
12. If required, the Dean of the school and/or the Vice-President for Academic Affairs reserve the right to request information on activities conducted by the Start-Up. Such information will be kept confidential by the EPFL.
13. The Undersigned shall promptly notify in full the Vice-President for Academic Affairs of any conflict of interest which may arise and endeavor to seek an equitable solution.

Signed _____

Place: _____

Title, last and first names: _____

Date: _____

⁶ RS 172.220.1, http://www.admin.ch/ch/f/rs/c172_220_1.html