

Agreement / personal undertaking

(for employee)

WHEREAS, it is the policy of 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 an active part in the creation of start-ups;

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

WHEREAS, the EPFL Direction adopted a Directive concerning the management of conflicts of interest within the context of activities or public duties engaged in outside the working sphere on October 17, 2005 (hereafter "the Directive concerning conflicts of interest"¹);

WHEREAS, Mrs/Mr _____, hereinafter "the Undersigned", takes an active part in the foundation and development of the company _____ (hereinafter "the Start-Up") while they will be employed at _____% by EPFL in the Laboratory/Unit of _____ managed by _____;

NOW, THEREFORE, to take into account any conflicts of interest that may arise from this dual function, the Undersigned agrees to the following:

1. The Undersigned is aware of the fact that EPFL concludes research, licensing and/or scientific collaboration agreements with companies that may involve obligations related to results and inventions obtained within the framework of research conducted at EPFL.

In view of the existence of such agreements, the Undersigned undertakes to regularly declare to their superior the identity of those companies with which the Start-Up has concluded collaboration agreements. If any of these companies should have concluded, or be in the process of concluding, a research agreement with the unit for which the Undersigned works, their superior reserves the right to adapt the duties and responsibilities of the Undersigned accordingly in order to avoid any conflict of interest.

2. Within the context of their activity at EPFL, the Undersigned has access to confidential information received from third parties or EPFL of a technical, commercial or other nature, including research results, patent applications, contracts, software and/or technical data. The Undersigned acknowledges that this information is subject to professional secrecy and corporate secrecy (according to Article 57 of the *Ordonnance sur le personnel du domaine des EPF*²) and therefore must not disclose such confidential information directly or

¹ https://www.epfl.ch/about/overview/wp-content/uploads/2019/09/4.1.1_dir_gestion_conflits_interet_en.pdf

² RS 172.220.113, http://www.admin.ch/ch/f/rs/c172_220_113.html

indirectly to any third parties or use the same outside EPFL within the context of the Start-Up or for any other purpose, except as expressly and previously approved in writing by EPFL or the rightful owner.

3. The Undersigned acknowledges that research results, know-how, patented or non-patented inventions and software developed at EPFL belong to the latter and that any use of such intellectual property by the Undersigned and/or the Start-Up is authorised only if a license or transfer agreement has been concluded with EPFL according to the internal regulations applicable³.
4. The Undersigned acknowledges that the rights concerning inventions and other intellectual property generated while exercising their activities at EPFL are the property of the latter, except for copyrights on works other than software (Article 36 of the Federal Act on the Federal Institutes of Technology).
5. When the Undersigned wishes to use personnel, equipment, supplies, software or other resources belonging to EPFL for the benefit of the Start-Up, prior approval for such use will be sought from their superior and a written agreement approved by the Technology Transfer Office (TTO) will determine the conditions of such use. This also applies to any work that the Start-up may wish to subcontract to EPFL. Article 16 of the Directive concerning conflicts of interest is reserved.
6. Should the Undersigned wish to be a member of the Board of Directors or Managing Director of the Start-Up, they will first submit a request for authorization to their direct superior, in accordance with Article 11 of the Directive concerning conflicts of interest. If authorized, such a function will be exercised by the Undersigned exclusively in their own name and on their own behalf, and the Undersigned undertakes to communicate this information to the Start-Up and the shareholders, creditors and customers of the Start-up.
7. The Undersigned ensures that the activity in which they engage for the Start-Up is clearly separated from the activity they exercise for EPFL in order to avoid any confusion on the part of third parties. Specifically, the Undersigned undertakes not to use either EPFL stationery or the EPFL logo, or pages of the EPFL website for the Start-Up website (other than simply by means of a hyperlink) and not to receive business associates of the Start-Up on EPFL premises (except as authorized for specific purposes such as scientific and technical demonstrations).
8. The Undersigned undertakes to prepare a schedule of their activities for EPFL to be periodically submitted to their superior as agreed with the latter.
9. The Undersigned undertakes to promptly notify their superior of any conflict of interest that may arise in order to seek a solution.

³ see <http://tto.epfl.ch>

10. The Undersigned acknowledges the fact that they remain subject to all their service obligations towards EPFL, particularly that of safeguarding the interests of the latter in accordance with the provisions of the *Ordonnance sur le personnel du domaine des EPF*⁴.

Signature: _____

Place: _____

Title, last and first names: _____

Date: _____

Please send the PDF copy to TTO at : andrea.crottini@epfl.ch and info.tto@epfl.ch - Object: COI + your name

This document will be recorded in the employee's personal file.

⁴ RS 172.220.113, http://www.admin.ch/ch/f/rs/c172_220_113.html