

Important Note: if the Visiting Scientist is a PhD candidate employed by a company or another third party entity (including another university than EPFL), another Agreement shall be used; please contact the Doctoral School Administration, gestion.edoc@epfl.ch

**INTELLECTUAL PROPERTY AND CONFIDENTIALITY AGREEMENT
between the Visiting Professor or Academic Guest and
the Ecole Polytechnique Fédérale de Lausanne (EPFL)**

Title, name, first name and address (Visiting Professor or Academic Guest; "Visiting Scientist" in what follows):

Period of visit at EPFL from: _____ to: _____

During the period of visit, the Visiting Scientist is employed by another entity ("Home Institution"): yes no

If yes, name and address of the Home Institution:

Names of EPFL Hosting Unit and Professor: _____

During the period of visit, the Visiting Scientist may be involved in research activities of the Hosting Unit. In consideration of the Visiting Scientist's potential participation in projects administered by EPFL, access to or use of facilities provided by EPFL and/or other confidential internal information and for clarity in managing what level of access may be granted, to the Visiting Scientist, to EPFL research and research projects, the parties wish to specify hereunder what rules shall apply as concerns the potential generation of Intellectual Property in connection with her/his stay at EPFL. The Visiting Scientist also agrees to certain confidentiality obligations as defined hereafter.

For the duration of the Visiting Scientist's stay at EPFL and all activities related thereto, it is hereby agreed as follows:

1. The Visiting Scientist will disclose to the EPFL Hosting Unit all her/his inventions and/or contributions to inventions conceived or first reduced to practice in whole or in part in the course of her/his activities at EPFL.
2. Right, title and interest in such inventions or her/his contributions thereto, as well as her/his rights in software or research results and other intellectual property created or contributed during the stay at EPFL, shall be: [*Please choose one of the following options*]:
 - a. solely owned by EPFL and managed according to EPFL rules and regulations
 - b. solely owned by the Visiting Scientist
 - c. solely owned by the Home Institution
 - d. owned jointly by EPFL and the Visiting Scientist
 - e. owned jointly by EPFL and the Home Institution.

Depending on the choice above, the Visiting Scientist shall assign to EPFL and/or to her/himself and/or to the Home Institution, as the case may be, all such inventions and/or such other rights in software or research results and other intellectual property and execute and deliver all documents and do whatever is necessary to that effect.

3. Copyrights other than on software shall remain with the Visiting Scientist (or her/his Home Institution where applicable).
4. Notwithstanding articles 1, 2 and 3 above, in the event that research activities are subject to contractual obligations of EPFL with a third party, right, title and interest in any and all results (including but not limited to patentable inventions, copyrights, data, etc.) shall be owned by EPFL only. In such an event, the Visiting Scientist will assign to EPFL all her/his right, title and interest in and to all such results and will execute and deliver all documents and do any and all things necessary and proper to effect such assignment.
5. The Visiting Scientist shall hold in strict confidence all information, research results and/or particulars of technical realizations ("Confidential Information") that the Visiting Scientist gains access to during her/his stay at EPFL; she/he shall not share any Confidential Information with any others (including the Home Institution). The Visiting Scientist shall not make use of such confidential information other than for her/his research activities related to her/his visit to EPFL. This obligation shall remain effective for **five (5) years** after termination of the visit. Publications of research results or any other Confidential Information need written consent of EPFL in advance. This obligation shall not apply to information that (i) was or became in the public domain other than through an action or omission by the Visiting Scientist, (ii) was in the Visiting Scientist's possession before gaining access to it at EPFL, without any limitation regarding their disclosure or (iii) was obtained by the Visiting Scientist without any commitment relating to confidentiality from a third party entitled to disclose it.

- 6. Furthermore, the Visiting Scientist shall observe EPFL rules regarding security, access authorization and identification mechanisms as well as EPFL IT Security policies. Information may be found on EPFL's web site, e.g. <http://securite.epfl.ch/safety-en>, <https://secure-it.epfl.ch>, <http://polylex.epfl.ch/>.
- 7. This Agreement constitutes no employment contract with EPFL. The Visiting Scientist has no right to speak for, or represent, EPFL in any manner.
- 8. This Agreement shall be governed by **Swiss law** and the exclusive place of jurisdiction shall be **Lausanne**.
- 9. The Agreement shall become effective by the signature of the contracting parties at the date the Visiting Scientist starts its stay at EPFL.

EPFL

Visiting Scientist

Date: _____

Date: _____

Signature: _____

Signature: _____

Name (printed in full): _____
Head of the Hosting Unit