# Personal commitment of the Visiting Person or Student

In consideration of my activity at [EPFL or TU/e], hereafter “Host Institution”] as a Visiting Person or Student in the framework of the project:

………………………………………………………………………………………………………… *(title of the project)* (hereafter referred to as "the Project") as part of the Joint Supervision of Doctoral Candidates in EuroTech Initiative, and in consideration of the access to the laboratories, the installations and/or equipment of the Host Institution, I hereby agree to comply with the following :

I agree to keep confidential all information, research results and/or particulars of technical realizations which I may come in contact with in the course of performance of my work at the Host Institution and which do not relate to the Project (hereafter collectively referred to as “the Information”). I further agree not to divulge directly or indirectly the Information to a third party, including my employer or home institution (……………. *Insert name Home Institution)*, and not to use the Information for commercial purposes, unless I can prove that the piece of Information:

* was in the public domain or was public knowledge at the time it was transmitted to me, or
* later fell into the public domain or become public knowledge for reasons other than an action or omission attributable to me, or
* already was in my possession, without any limitations regarding its disclosure at the time it were transmitted, provided that such prior possession is supported by a written evidence, or
* was obtained in good faith and without any commitment relating to confidentiality from a third party entitled to disclose them.

I hereby recognize that no license of any kind is granted to me on the Information.

With respect to confidential information of EPFL or TU/e directly relating to the Project, I hereby undertake not to divulge such information to any person or entity, except for TU/e's and EPFL's personnel involved in the Project, and no to use such information for any other purpose than the performance of the Project.

The results generated in the Project at the location of the Host Institution shall be owned jointly by the Home and Host Institutions. The Home and the Host Institutions shall make separate arrangements with regard to these Results. I shall provide the necessary information to the Home and the Host Institutions in order for them to make separate arrangements on these Results.

In the event that, during my stay at the Host Institution, I incidentally contribute to an invention, a software or other research results outside the framework of the Project, I hereby agree to assign irrevocably and at no cost to the Host Institution, all my intellectual property rights on such invention, software or other research results.

I hereby agree to promptly report to Host Institution any results consisting of an invention, software or tangible material. I agree to execute any document required for confirming Host Institution’s ownership of these results and for the legal protection thereof. I agree to give Host Institution reasonable assistance in the filing and prosecution of any patent application. Host Institution shall include the names of the inventors in any patent issued according to the applicable legislation.

I am hereby informed that Host Institution concludes research contracts, licenses, material transfer agreements or other agreements with third parties. If I am associated with work carried under such agreements or using material or information provided under such agreements, I hereby agree to abide by all applicable provisions of those agreements.

This Agreement shall be governed by the substantive laws of the country where Host Institution has its registered seat. The sole place of jurisdiction shall be the place where Host Institution has its registered seat.

Signed in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(place)* on *(date)*

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*(Signature)* *(First name, Name)*

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*(Permanent address)*

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*(Supervisor)*