

## AGREEMENT (for Professors)

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

### Preamble:

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.

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. It is for this reason that 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"<sup>1</sup>).

### Situation:

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

Briefly explain the particular situation and the position of the professor in the Start-Up (responsibilities, etc.):

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<sup>1</sup> [http://polylex.epfl.ch/files/content/sites/polylex/files/recueil\\_pdf/ENG/4.1.1\\_dir\\_gestion\\_conflits\\_interet\\_an.pdf](http://polylex.epfl.ch/files/content/sites/polylex/files/recueil_pdf/ENG/4.1.1_dir_gestion_conflits_interet_an.pdf)

## Agreement:

The Undersigned agrees to the following regarding EPFL:

1. The Undersigned will not accept the position 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, they will request the authorization of the EPFL President. If they serve on the Board, they will do so exclusively on their own name and behalf and agree to communicate such information to the Start-Up and to the Start-Up's shareholders, creditors and clients.
2. The Undersigned will devote no more than one day per week to their activities for the Start-Up. In the event of the Undersigned accepting private consulting assignments for third parties in addition to their activities for the Start-Up, the time allotted to all such activities outside EPFL will not exceed one day a week, unless decided otherwise by the President of EPFL. Article 8 of the Directive concerning conflicts of interest also applies to consulting activities for the Start-Up<sup>2</sup>.
3. Subject to point 4, any contract or agreement between the Start-Up and EPFL will require the prior approval of the EPFL Direction via the Technology Transfer Office (TTO), regardless of the nature, scope and value of the contract. Furthermore, such contracts will be countersigned by the School Dean on behalf of EPFL. Neither the Undersigned, nor their spouse, parent, child, parent's or child's spouse, brother or sister will be authorized to represent the Start-Up in any contracts or agreements which may be concluded with EPFL.
4. For any acquisition of goods or services from the Start-Up by EPFL, the Undersigned undertakes to comply with the Regulations concerning the procedure to be followed for the acquisition of goods and services in the event of possible conflicts of interest of April 15, 2010<sup>3</sup>.
5. The Undersigned undertakes not to transfer to the Start-Up any intellectual property obtained or developed at EPFL such as research results, patented or unpatented inventions or software unless explicitly permitted by a contract approved by the EPFL Direction via the TTO unless such property belongs to the public domain. Any rights of third parties to such property are reserved.
6. The Undersigned acknowledges that the rights pertaining to inventions and other intellectual property created during the performance of their activities for EPFL legally belong to EPFL, except for copyrights on works other than software (Article 36 of the Swiss Federal Act on the Federal Institutes of Technology<sup>4</sup>).
7. The Undersigned is responsible for ensuring 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 the EPFL Direction via the TTO that will determine the conditions of such use. This also applies to any work the Start-Up may wish to subcontract to EPFL. Subject to Article 6, paragraph 1, of the Directive concerning conflicts of interest<sup>5</sup>.

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<sup>2</sup> [http://polylex.epfl.ch/files/content/sites/polylex/files/recueil\\_pdf/ENG/4.1.1\\_dir\\_gestion\\_conflits\\_interet\\_an.pdf](http://polylex.epfl.ch/files/content/sites/polylex/files/recueil_pdf/ENG/4.1.1_dir_gestion_conflits_interet_an.pdf)

<sup>3</sup> [http://polylex.epfl.ch/files/content/sites/polylex/files/recueil\\_pdf/ENG/5.8.3\\_r\\_procedure\\_aquisition\\_biens\\_risque\\_coflit\\_ang.pdf](http://polylex.epfl.ch/files/content/sites/polylex/files/recueil_pdf/ENG/5.8.3_r_procedure_aquisition_biens_risque_coflit_ang.pdf)

<sup>4</sup> RS 414.110, [http://www.admin.ch/ch/f/rs/c414\\_110.html](http://www.admin.ch/ch/f/rs/c414_110.html)

<sup>5</sup> [http://polylex.epfl.ch/files/content/sites/polylex/files/recueil\\_pdf/ENG/4.1.1\\_dir\\_gestion\\_conflits\\_interet\\_an.pdf](http://polylex.epfl.ch/files/content/sites/polylex/files/recueil_pdf/ENG/4.1.1_dir_gestion_conflits_interet_an.pdf)

8. In the framework of scientific collaboration or relationship between third parties and the EPFL unit directed by the Undersigned, the latter will endeavor to treat all industrial partners equally, including the Start-Up if applicable.
9. Within the context of their activity at EPFL, the Undersigned has access to confidential information 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 22 of the *Ordonnance sur le personnel du domaine des EPF*<sup>6</sup>) and therefore must not disclose such confidential information directly or 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.
10. In the event of the Start-Up intending to conclude an agreement with a company which has concluded, or is in the process of concluding, a research contract involving the EPFL unit directed by the Undersigned, the latter undertakes to inform the TTO accordingly and to briefly explain the subject of the contract between the Start-Up and this company.
11. The Undersigned ensures that they clearly separate their activity for the Start-Up from their activity 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 associates of the Start-Up on EPFL premises (except as authorized for specific purposes such as scientific and technical demonstrations).
12. If necessary, the School Dean and/or President of EPFL reserve the right to request information regarding the activities of the Start-Up. Such information will be treated confidentially by EPFL.
13. The Undersigned undertakes to promptly notify in full detail the School Dean and President of EPFL of any conflict of interest that may arise in order to seek a solution.

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Signature

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Place

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Title, surname, forename

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Date

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<sup>6</sup> RS 172.220.1, [http://www.admin.ch/ch/f/rs/c172\\_220\\_1.html](http://www.admin.ch/ch/f/rs/c172_220_1.html)