

Contract School/Student/Firm for Term/Bachelor Paper with Confidential Results

ING-FOR3-MOD004

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Contract

between

the Haute Ecole Arc Ingénierie

Espace de l'Europe 11, CH-2000-Neuchâtel, Switzerland

represented by: Mr Massimo Monti, head of Partnership and Valorisation,

hereafter "the HE-Arc",

and

xxx

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represented by:

hereafter "the Firm",

and

xxx

on a personal basis,

hereafter "the Student".

The HE-Arc, the Firm and the Student, will be hereinafter together referred to as "the Parties".

Preamble

The hereby contract is set up in connection with the realisation by the Student, as part of his studies at the HE-Arc, of a term or Bachelor paper in collaboration with the Firm. The contract aims at making the partnership conditions clear and implies a transfer of intellectual property rights as well as confidentiality obligations.

1. Object of the contract

The hereby contract specifically concerns the Bachelor paper carried out by the Student from xxx to xxx, in the branch "xxx", entitled «xxx» and having the reference "xxx." (hereafter "the Project").

The professor Mrs xxx leads and manages the work.

2. Confidentiality

- 2.1 Shall be considered confidential, under the present contract, the information of a scientific, technical, commercial or strategic nature (hereafter "the Information") disclosed, orally or in writing, by a Party (hereafter "the Owner") to the other Party (hereinafter "the Recipient") and explicitly designated as confidential, during the previous talks, the effective cooperation, the programming or the Project implementation.
- 2.2 The Recipient commits himself:
- to get, handle and preserve all Information in strict confidentiality;
 - not to use the Information, directly or indirectly, for another purpose than the Project implementation;
 - to limit the disclosure of Information to the staff members who really need to have it and who are bound by "official secrecy";
 - not to disclose Information to any other person, organisation or entity, unless the Owner has ordered it previously in writing.
- 2.3 The obligations imposed to the Recipient in accordance with article 2.2 shall not apply to the Information that:
- was in the public domain or available to the public when transmitted to the Recipient;
 - became public domain afterwards or available to the public for other reasons than an action or omission liable to the Recipient;
 - was already in the Recipient possession, unless its communication was unrestricted when disclosed to the Recipient and unless this previous possession could be proved by written documents;
 - was faithfully received by the Recipient from a third party who was authorised to do so;
 - was independently developed by the Recipient without using or accessing it.
- 2.4 The confidentiality obligations remain effective five (5) years after the end of the Project.
- 2.5 The non-observance of these confidentiality obligations by the Parties could result in civil and criminal prosecution.

3. Intellectual property rights on the results

- 3.1 The Parties, unless otherwise agreed in writing, are and shall remain the holders of their respective intellectual and industrial property rights related to any work, patentable or not, to know-how, studies, research and knowledge, acquired or developed before the beginning of the Project and outside its framework.
- 3.2 By the present contract, the Student and the HE-Arc waive to claim any right of intellectual property on the results and/or inventions, patentable or not, as well as the copyright on software, developed or obtained while implementing the Project (hereinafter "the Results"), and assign them exclusively, free of charge and irrevocably to the Firm.
- The Student and the HE-Arc commit to provide to the Firm, upon its request, all the necessary documents and signatures to ensure the legal protection of the Results, inventions and/or software concerned. At the end of the Project, the Student commits to hand out to the Firm and professor supervising his work all the drawings, software, reports and other implemented documents related to it.
- 3.3 In return, and when the Student is the inventor or coinventor, the Firm commits to mention, in accordance with the applicable legislation, the inventor's name in each filed patent application.
- 3.4 If the Firm gives up, in writing, to claim its exclusive intellectual property rights on the Project Results according to the above article 3.2, these rights shall go back to the HE-Arc. Under these conditions, a later cession of these rights to the Student could be considered if the Student wants to create a company or commercially use the Project results. The HE-Arc commits to consider and, if so, to give up these rights at favourable conditions for the Student.

3.5. The HE-Arc is the sole owner and has entire freedom to operate concerning any other activity or project, included applications which may be similar to the Project, developed by HE-Arc prior to or independently from the Project, as well as any know-how, algorithm or methodology used or developed in the frame of the Project.

4. Results Publication

4.1 The Firm recognises that, as a matter of principle, the Student must be able to publicly highlight his professional qualities, his skills and his experience acquired while executing the Project. Thus, the Firm acknowledges the Student the right to publicly communicate on the Project existence and on a part of the subsequent information, subject to the provisions of the articles 2 and 4.2.

4.2 In order to preserve the interests of the Firm, the HE-Arc and the student commit not to publish either Project-related results, or the description, or project specifications, without having formerly submitted the foreseen publication to the Firm and having obtained the Firm's consent for the foreseen publication. The Firm will have, in accordance with the article 4.1, 21 days from the submission date to request modifications or limitations of the foreseen publication. Once the deadline has expired, and without an answer from the Firm, it will be legitimate to consider that the Firm agrees with the proposed publication. In the above paragraph, by « publish » we mean all the following acts: presentations and communications outside the HE-Arc, oral or poster presentations in congresses, communications to other HE-Arc students, publication of scientific articles, talks with external firms, electronic publishing (internet, intranet, email, etc.).

4.3 The HE-Arc is allowed to release the title as well as a Project summary during the showcasing of student work and in its annual report. The information that the HE-Arc wants to make public will be submitted to the Firm for validation.

The Student remains the copyright holder of the report texts and Project-related publications.

5. Costs

The Firm pays a lump-sum amount of 3'000.- (+ VAT) to the HE-Arc as a contribution to the Project management costs, payable within 30 days after receiving the invoice.

In the event that the Firm is collaborating, during the same semester, in two or more different Bachelor Projects with Confidential results, this lump sum is reduced to CHF 1'500.- (+VAT) for each Bachelor Project with Confidential results.

If required, the costs of specific material necessary for the execution of the Project will be borne by the Firm, subject to prior written validation from the latter. Said material will be the property of the Firm.

The financial or in-kind Firm contributions are owed independently of the Project Results.

6. Insurance

In the case when the student carries out the Project on the company's premises, the firm must insure the Student against accidents according to Swiss Federal Law on accident insurance (UVG) and to its executing ordinance, article 1a.

The HE-Arc liability insurance does not cover the damages that the student could cause to the firm where he carries out the paper.

7. Disclaimer of warranties

The HE-Arc commits to supervise the Project, professionally and responsibly. However, it will not grant any warranty, expressed or implied, regarding the originality of the research, inventions or products conceived or developed as part of the Project. Neither the HE-Arc nor the Student will make any warranty about the property, marketing or adequacy for a particular purpose of the above-mentioned research, inventions or products. Neither the HE-Arc nor the Student will be liable for any direct, indirect, consequential or other damage that the Firm, its licensees or third Parties could suffer because of the use of such research, inventions or products.

8. Litigations, applicable law and place of jurisdiction

The hereby contract and its annexes along with all the related amendments are subject to Swiss law. The partners agree to submit any dispute, which divides them and could not be amicably solved, exclusively to the competent, ordinary court having jurisdiction in Neuchâtel.

The contract shall be established in triplicate, a copy being handed out to each Party.

The Parties declare having read and accepted the present provisions.

| The Haute Ecole Arc Ingénierie | The Student | The Firm |
|---|--------------------|-----------------|
| Date: | Date: | Date: |
| Massimo Monti Head of Partnership and Valorisation | xxx | |