

AGREEMENT

between

ETH Zurich, represented by
Prof. Dr. Konrad Wegener
Institute of Machine Tools and Manufacturing
ETH Zurich, LEE L214
Leonhardstrasse 21
8092 Zurich
Switzerland

(hereafter ETH Zurich)

and

Nicolas Triebold
Waldegg 10
8126 Zumikon
Switzerland

(hereafter Project Collaborator)

concerning collaborations in relation to his studies at ETH Zürich towards a
Semester Project
and in the area of
Virtual Reality and Human Computer Interaction
(hereafter Research Area)

Preamble

The Collaborator is acting as a student under the supervision of Prof. Dr. Konrad Wegener and contributing to research and development in the Research Area at ETH Zürich. His collaborations are carried out in the course of his studies towards a Bachelor's/Master's degree or for a semester thesis.

Research results of students outside the scope of an employment contract with ETH Zurich belong to the student him- or herself. Results of his collaborations ("Research Results") may be exploited by ETH Zurich, possibly together with other results that are created at ETH Zurich. To facilitate and to enable a common exploitation of all combined research results, the Collaborator hereby assigns his rights to his Research Results to ETH Zurich. In exchange, the Collaborator shall be treated like an employee of ETH Zurich with respect to any income generated due to his Research Results.

This Agreement regulates the participation of the Collaborator in research and development within the above mentioned Research Area and the rights to the Research Results being created.

1. Collaboration within the Research Area

- (1) The Collaborator agrees to keep all research results confidential as well as other information from the research group of Prof. Dr. Konrad Wegener that is declared as confidential. This obligation to confidentiality shall persist until he or she is informed by ETH Zurich that the intellectual property rights to the research results have been protected through patent applications or other adequate measures or that no

protection is sought. However, this obligation will not extend over a period exceeding 5 years after completion of his collaboration with Prof. Dr. Konrad Wegener.

- (2) The Collaborator will make available all information, data and research results out of the collaboration to ETH Zurich
- (3) The Collaborator agrees to keep source code and computer programs provided by the research group of Prof. Dr. Konrad Wegener confidential. Furthermore, the collaborator agrees to delete and remove all source code and computer programs provided by the research group from all devices and storage media after the completion of his collaboration with Prof. Dr. Konrad Wegener.

2. Intellectual Property Rights

- (1) The Collaborator assigns his rights to the Research Results, including inventions and works protected by copyright, but not including his moral rights (“Urheberpersönlichkeitsrechte”), to ETH Zurich. Herewith, he/she cedes, in particular, all rights for commercial exploitations of Research Results to ETH Zurich. He/She is doing this voluntarily and with full awareness and he/she acknowledges that there are other options to participate in projects at ETH Zurich that do not require such assignment of rights.
- (2) In exchange, he will be compensated by ETH Zurich in the case of income through the commercial exploitation of Research Results. Compensation will be made as if he was an employee of ETH Zurich and according to the guidelines “Richtlinien für die wirtschaftliche Verwertung von Forschungsergebnissen der ETH Zürich” of 1 Feb 2005.
- (3) If a patent application is filed for an invention based on the Research Results, the Collaborator will duly provide all necessary signatures. He also agrees to be available whenever his aid is necessary in the course of the patent application process, e.g. to respond to questions of patent examiners or the like.

3. Amendments and Additions

Amendments and/or additions of this Agreement can be made in writing, only.

4. Settlement of Disagreements

Should disagreements arise out between the parties, the parties will make an effort to settle them between them in good faith.

In case of failure of these agreements, Swiss Law shall be applied and the Courts of Zurich shall have exclusive jurisdiction.

ETH Zurich

Zurich, _____

Prof. Dr. Konrad Wegener

The Collaborator

Zurich, _____

Nicolas Triebold