#### LABORATOIRE D'IMAGERIE BIOMEDICALE

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CH - 1015 Lausanne



# AGREEMENT regarding INTELLECTUAL PROPERTY and CONFIDENTIALITY

between

Ecole Polytechnique Fédérale de Lausanne 1015 Lausanne represented by Prof. Michael Unser, Head of Biomedical Imaging Laboratory

(hereafter «EPFL»)

and

LAST NAME: LÄCHLER

First name: Kay

Born on: 13.07.1996

Nationality: Swiss

ID n°: C8181804

Address: Dorfbachstr. 48, 3098 Köniz

Tel.: 0772173788

Mail: kay.lachler@epfl.ch

(hereafter «the Student»)

#### Preamble

The Student is willing to make his semester project with Professor Michael Unser on the following topic:

#### **Biomedical Imaging**

The Student was duly informed of the fact that this work is related to a project of the Laboratory; (hereafter « the Project »). The collaboration agreements regarding the Project foresee the transfer of certain intellectual property rights as well as confidentiality obligations in connection with the Project.

For semester project: The Student chooses the said project among other project, which were not linked with a project implying obligations regarding intellectual property and confidentiality.

#### 1. Confidentiality

The Student hereby undertakes to keep confidential all information, research results and/or details of technical realizations (hereafter «the Information») to which he may have access in the framework of this semester project and that are related to the Project. He further undertakes not to divulge the Information, directly or indirectly, to third parties and not to use the Information for any commercial purpose. These confidentiality obligations shall not apply to any piece of Information for which the Student can prove that:

- was in the public domain or open to the public at the time it was transmitted to Recipient, or
- became public or open to the public for reasons other than an action or omission attributable to the Student, or
- was in the Student's possession, without any limitation regarding their disclosure at the time they were obtained by or transmitted to the Student, provided that such prior possession is supported by a written evidence, or
- was obtained in good faith by the Student and without any commitment relating to confidentiality from a third party entitled to disclose it.

These confidentiality obligations shall remain in full force and effect during five years after the end of the semester project or during another period indicated to the Student by the person communicating the Information, subject to article 3, paragraph 3.

#### 2. Intellectual Property Rights

The Student hereby assigns to EPFL all his intellectual property rights on all results and on all inventions, whether patentable or not, as well as all his copyrights on software, developed or obtained in the framework of his semester project work and which relate to the Project. The Student agrees to provide EPFL with all documents and signatures necessary for the legal protection of said results, inventions and software.

In consideration of this assignment, EPFL shall grant the Student with remuneration according to the laws and regulations applicable to EPFL's employees, to the extent that such remuneration is due.

EPFL hereby agrees to mention the name of the Student as an inventor on any patent application according to the applicable law where the Student is inventor or co-inventor.

At the end of his semester project work, the Student shall hand over to the professor supervising his work all the drawings, software, reports and other documents he made in connection with the Project.

#### 3. Scientific Publications

The Student remains the holder of his copyrights on the text of his semester project work. However, in order to avoid that EPFL and/or his industrial partners are prevented from obtaining a patent because of a previous divulgation and considering the confidential information which the Student will have access to, the parties agree as follows:

The Student shall publish neither his results related to his semester project work without having previously submitted the contemplated publication to the professor supervising his work. The professor may require that the contemplated publication be modified in a way avoiding the divulgation of confidential information, to the extent such modifications are necessary for the compliance with the contractual commitments of EPFL. Where necessary, the professor may require the postponement of the publication.

As soon as the professor has approved the contemplated publication, the Student shall be released from its confidentiality obligations with respect to the information contained in the said publication.

In the second paragraph above, «publish» shall mean in particular the following: presentations or communications outside the Laboratory, oral presentations or posters at conferences, communications to other students of EPFL, publication of scientific articles, discussions with companies, insertion of information on a Web site.

### 4. Security and IT

The Student shall comply with all rules of EPFL, notably the rules relating to health and safety at EPFL's premises; as well as the ones concerning the use of IT resources. The Student shall follow all instructions provided by the personnel of the laboratories that the Student has access to. The Student declares that he has understood and agreed the EPFL "Directives concerning student use of IT resources" document available at: <a href="http://documents.epfl.ch/groups/p/po/polylex/www/logistique/directives-moyens-inform-etudiants-angl.pdf">http://documents.epfl.ch/groups/p/po/polylex/www/logistique/directives-moyens-inform-etudiants-angl.pdf</a>

The Student declares that he has understood and agreed with the specific BIG laboratory safety rules, and that he is fully aware of the chemical, laser, electrical and other safety risks he will be exposed to during his work at the BIG, in the case he should collaborate with other laboratories at EPFL.

## 5. Applicable Law and place of jurisdiction

This Agreement shall be governed by the laws of Switzerland. The place of jurisdiction shall be Lausanne.

For EPFL	STUDENT
Place and date :	Place and date: Fribourg, 28.09.2020
Direct supervisor's name :	Signature: V. 12
Prof. Michael Unser	
Signature :	_