

AGREEMENT

between

ETH Zurich, represented by
Prof.
Automatic Control Laboratory
Physikstrasse 3
8092 Zürich

(hereafter ETH Zurich)

and

Student name and student private address
.....

(hereafter Project Collaborator)

concerning collaborations in relation to his/her studies at ETH Zürich
towards a Master's/Bachelor's degree
and in the area of
.....

(hereafter Research Area)

Preamble

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

Research results of students outside the scope of an employment contract with ETH Zurich belong to the student him- or herself. Results of his/her 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/her rights to his/her 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/her 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 Automatic Control Laboratory that is declared as confidential. This obligation to confidentiality shall persist until he/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 12 months after completion of his/her collaboration with Prof.

- (2) The Collaborator will make available all information, data and research results out of the collaboration to ETH Zurich

2. Intellectual Property Rights

- (1) The Collaborator assigns his/her rights to the Research Results, including inventions and works protected by copyright, but not including his/her 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/she 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/she 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. As the case may be, the Collaborator agrees that his/her contributions in the form of software may be published under open source licenses, which would forfeit any income and/or compensation due to licensing of that software.
- (3) If a patent application is filed for an invention based on the Research Results, the Collaborator will duly provide all necessary signatures. He/she also agrees to be available whenever his/her 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.

The Collaborator

Zurich, _____

printed name



signature