0 Projet professionnel

A l'issue de mes classes préparatoires, j'ai choisi d'intégrer l'IFMA afin d'obtenir un diplôme d'ingénieur de qualité. Elle est orientée vers la mécanique, mais les enseignements qui m'intéressent le plus sont la gestion de projet et l'informatique. L'IFMA délivre un diplôme généraliste. Cette volonté de s'ouvrir à d'autres domaines transparait dans sa fusion avec l'ENSCCF et ses liens avec l'ISIMA.

Durant ces dernières années, en parallèle avec mon cursus à l'IFMA, je me suis formé au développement informatique. C'est un monde qui me correspond, il est dynamique, permet d'exprimer sa créativité et encourage l'entreprenariat. J'ai réalisé différents projets de création de site web qui m'ont permis de développer mes compétences. Les résultats ont été encourageants. J'ai souhaite m'engager dans un projet de plus grande ampleur. J'ai développe une idée autour d'une application de learning management system. Je l'ai proposée à mon frère qui a été enthousiaste. Nous souhaitons aujourd'hui créer une startup.
Il vient d'obtenir son double diplôme avec l'université de Cranfield en Angleterre ainsi que son diplôme d'ingénieur. Nous avons commencé à concevoir les bases du projet à partir de la fin de l'année 2013. Mon frère travaille désormais à plein temps sur notre startup.

Je souhaite m'orienter vers l'informatique et la gestion de projet. C'est pourquoi je souhaite réaliser mon projet de troisième année ainsi que mon PIFE sur notre projet plutôt que sur un thème purement mécanique. Cela a plus de sens pour moi et mes objectifs professionnels. L'intérêt de ces projets est de développer ses aptitudes en conduite de projets industriels. Travailler sur notre startup sera plus enrichissant et en accord avec mes objectifs.

La réalisation d'un tel projet informatique se divise en deux domaines : le Back End et le Front End (ie le traitement des données et le visuel). Ces domaines sont généralement réalisés par deux personnes distinctes. Je suis en charge du Back End. Pour pouvoir avancer dans notre projet il faut que le Back et le Front End progressent ensemble. Il s'agit d'un travail collaboratif qui ne peut se passer d'un de ces éléments.

Je souhaite réaliser un projet d'une telle envergure, dans un domaine passionnant. De plus, j'ai l'occasion de travailler en équipe, sur un projet motivant et me permettant de dessiner mon avenir professionnel. J'ai besoin du soutien de l'IFMA pour avancer dans cette direction d'ingénieur responsable au profil spécifique.

<div align="center">CONFIDENTIALITY AGREEMENT</div>

This Agreement is made this day of ……………………….. 2014.

BETWEEN Clément Muller **AND** ………………………………………….. **WHEREAS**

Clément Muller and …………………………………………… wish to enter into discussions and may wish to exchange information of a technical and confidential nature.

Clément Muller and ……………………………………….mutually wish to protect confidential information and to enable

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:-

1   In this Agreement, the following definitions shall apply:

(i) "Confidential Information" shall mean all information of whatever kind or nature and of any description which the Receiving Party obtains from the Disclosing Party, whether in tangible or visible form or by demonstration or whether communicated orally which shall be regarded and treated by the Receiving Party as confidential and the property of the Disclosing Party.

(ii) "Party" in the singular includes the plural and vice versa according to the context.

(iii) "Disclosing Party" shall mean the party hereto that imparts the Confidential Information to the other.

(iv) "Receiving Party" shall mean the party hereto to which Confidential Information is imparted by the other.

(v) To keep the other Party's Confidential Information strictly confidential to itself and safeguarded accordingly and restrict access thereto to such of its employees, officers, consultants, advisers who are directly concerned and will ensure that such persons maintain such information in confidence and shall be bound by the terms of this Agreement.

(vi) To not use the Confidential Information for any purposes other than the purposes referred to in the Recitals and not to copy such Confidential Information in whole or in part save as is necessary for such purposes.

(vii) Not to make any disclosure of the Confidential Information to any third party, nor to use the Confidential Information except solely for the purposes of discussion contemplated in this Agreement, without the Disclosing Party's prior consent in writing. Any such third party shall agree to be bound by the terms of this Agreement.

2   The foregoing obligations and restrictions shall not apply to Confidential Information which is:
(i) Already known to the Receiving Party prior to receipt from the Disclosing Party.
(ii) Now or becomes public otherwise than by breach of this Agreement.
(iii) Received from a third party in lawful possession of such information without restrictions as to use and disclosure.
(iv) Independently developed by an employee of the Receiving Party to whom no disclosure of any such Confidential Information has been made.
(v) Required to be disclosed in compliance with a legal requirement of a governmental agency, regulatory authority or otherwise where disclosure is required by operation of law.
(vi) Approved for unlimited release or use by written authorization of the Disclosing Party.

3   Any combination of information or features shall not be deemed to be within the exceptions merely because the individual features or elements of information are in the public domain or in the possession of the Receiving Party unless the combination itself and its principle of operation are in the public domain or in the possession of the Receiving Party.

4   Without prejudice to the generality of clause 1, the Receiving Party shall exercise no less a degree of care in protecting the confidentiality of Confidential Information as that which it uses to protect its own information of like sensitivity and importance.

5   Nothing in this Agreement may be construed as compelling either Party hereto to disclose any information to the other Party, or to enter into any further contractual relationships.

6   The Parties understand and agree that the Receiving Party does not acquire by implication or otherwise any rights or licenses in respect of the Confidential Information, and all Confidential Information shall remain the property of the Party from which it originates.

7   This Agreement may be terminated by either Party by giving thirty (30) days written notice to the other Party. Each Party's obligation to protect Confidential Information shall survive such termination in accordance with Clause 1.

8   Upon termination of this Agreement, or at any time upon request the Parties shall promptly return to the Disclosing Party all documents containing Confidential Information, including all information reduced to writing which was originally disclosed orally, and all copies of the same in its possession.

9   If any part of this Agreement shall be held to be void or unenforceable to any extent, the remainder of the Agreement shall nevertheless remain in full force and effect.

10   This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.

11   For the purposes of the Contracts (Rights of Third Parties) Act 1999, it is agreed that nothing in this Agreement shall confer or purport to confer on any third party any right to enforce or any benefit of any term of this Agreement.

12   The Parties agree that damages may not be an adequate remedy for breach of this Agreement. Without prejudice to any other rights and remedies which may be available, the Parties agree that the Disclosing Party shall be entitled to seek injunctive relief and specific performance for any threatened or actual breach of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the day …... and year first above written.

For and on behalf of

        Signature …………………………………………..

        Name ……………………………………………..

        Title …………………………………….........

For and on behalf of

        Clément Muller

        Signature …………………………………………