

## Statement

I, the undersigned:

Name: ..... (Surname & initials)
Address: ..... ..... (Street & postal code & town)
(Student) number: .....

Student of .....

Hereby DECLARES, to whom it may concern, that,

1. I will conduct research for Technische Universiteit Eindhoven ('TU/e') in the project entitled ..... for the research group ..... (hereinafter "the Project");<sup>1</sup>
2. In the event that during the Project, and as a result of and in the course of the activities in this Project, an invention is made or new intellectual property right ('IPR') arises on the Results (as defined below), the ownership thereof shall vest or shall be vested in TU/e and not with me and that I will waive any and all rights to such IPR and inventions ;
3. Therefore I will, upon first demand by TU/e, irrevocably and unconditionally assist TU/e in acquiring (i) any and all IPR to the results emanating from the Project and (ii) any and all know-how or other rights as may be applicable or can be established as emanating from the Project (sub (i) and (ii) hereinafter referred to as "Results"). For the avoidance of doubt I expressly agree that such Results may include products such as, but not restricted to, physical or mental works produced, inventions generated, databases created or software developed;
4. I will keep confidential all confidential information ("Confidential Information") disclosed during the Project and any and all Confidential Information that I receive in the context of my stay but not related to the Project at TU/e. With such Confidential Information I mean the Results and any and all proprietary and/or confidential data and information that may be disclosed (directly or indirectly, whether in writing or other tangible form, or orally, visually, electronically or other intangible form) including, without limitation, data and information related to: products and roadmaps, marketing plans, strategies, business plans, finances and prices, customers, suppliers, vendors, business partners, services, software, hardware, research and development, methods, techniques, drawings, designs, specifications, know-how, ideas, inventions (patentable or otherwise) or patents, and any other data a reasonable person would recognize as confidential or proprietary considering the nature of the information and the circumstances of disclosure, with the exception of that information concerning which he/she can proof by written evidence that this information:
  - a. is or has been made publicly available without any breach of this confidentiality obligation;

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<sup>1</sup> Please submit Project description for each and every new Project

- b. has been legitimately acquired from a third party who has had the information legitimately in his/her possession and is empowered to make this information publicly available;
  - c. was already in his/her legitimate possession before the start of the Research;
  - d. for which he/she has received prior written permission from TU/e that the confidentiality clause has been waived;
5. I will not share with or disclose to anyone any part of such Confidential Information or the Results and/or use the same for any other purpose intended and/or make it public, without the prior written approval of TU/e. The purpose of providing the information is to perform the tasks in the context of the Project;
  6. I will not allow any other person or company access to the Confidential Information and the Project, including the research facilities and/or information;
  7. As an exception to my confidentiality obligations, I may exchange information and knowledge with others equally involved in the same Project during the period in which the Project is performed, provided that (i) this is necessary to perform the same Project and (ii) such others have signed a confidentiality statement not less restrictive than the one contained in this Statement;
  8. Upon request of TU/e I will return all (confidential) information to TU/e at the end of the Project with no delay;
  9. The confidentiality obligation is applicable for the duration of the Project and for an indefinite term after termination of the Project.
  10. I will not take any commercial advantage of the Results at any time;
  11. By signing this Statement I will not be in conflict with any other obligation already entered into with one or more parties other than TU/e;
  12. That this Statement shall be governed by and construed in accordance with the laws of The Netherlands without regard to any principle of conflicts of law. Any dispute arising hereunder shall be resolved by the competent courts in 's-Hertogenbosch, The Netherlands, and I agree that venue and jurisdiction for any related proceedings arising hereunder shall lie exclusively with such courts; provided, however, that TU/e may enforce its IPR's in any court of competent jurisdiction, including but not limited to equitable relief.

Eindhoven, ..... (date)

signature