Important Notices

a. This document represents the template of the Service Agreement. It is understood that only the full agreement shall be binding, once signed.
b. As EPFL is acting as a public entity, and subject to governmental control, the provisions of the Service Agreement shall apply except in significantly particular situations.
c. Depending on the project a different type of agreement may apply (e.g. Research Agreement, Industrial Grant Agreement, etc.). Please refer to the SUMMARIES and further information here: http://tto.epfl.ch -> Companies -> Our research agreements.

Any specific modifications and tailoring have to be prepared with the EPFL-TTO.

Ref/1.5.10-E
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Technology Transfer Office, EPFL-TTO http://tto.epfl.ch/

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SERVICE AGREEMENT

between

Ecole Polytechnique Fédérale de Lausanne (EPFL)
CH - 1015 Lausanne, Switzerland

represented by Prof. .................................................................
(name and first name of Professor)

Head of laboratory .................................................................
(name of the laboratory)

and

Gabriel Clerc, Head of the Technology Transfer Office

(hereinafter referred to as "EPFL")

and

..............................................................................................
(name of Company)

..............................................................................................
(address of Company)

(hereinafter referred to as "COMPANY")

(hereinafter individually referred to as "Party" or collectively as "Parties")

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Preamble

COMPANY is willing to entrust the above mentioned Laboratory of EPFL with scientific services in the following field:

...........................................................................................................................................
(domain of services)

These services have the following framework/aim:

...........................................................................................................................................
(framework/aim of the services)

1. Performance of Services

1.1 EPFL shall perform the services pursuant to the description contained in Enclosure 1 hereto and shall deliver any reports or other deliverables as described in said Enclosure 1 (hereinafter referred to as "the Services"). Enclosure 1 shall be an integral part of this Agreement.

1.2 The Services shall be performed by the above mentioned Laboratory under the supervision of Mr/Mrs:

...........................................................................................................................................
(name and title of the person in charge)

1.3 Whenever it is deemed necessary during the performance of the Services, the Parties shall mutually agree upon meetings to be held at the place of business of one of the Parties hereto.

1.4 COMPANY shall furnish EPFL in due time with the documentation, information or data, if any, necessary to perform the Services.

1.5 Any modifications to the scope of the Services shall be subject to mutual written agreement.

1.6 In case of discrepancies or contradiction between this Agreement and any of its enclosures, the Agreement itself shall prevail.

2. Price and payment modalities

2.1 For the performance of the Services, COMPANY shall pay to EPFL the following sum (amount in CHF and excluding VAT):

...........................................................................................................................................
(financial contribution of the COMPANY)

2.2 The payment schedule shall be the following:

...........................................................................................................................................
(payment schedule)
...........................................................................................................................................
(payment schedule)

EPFL shall send invoices to COMPANY according to this schedule and the payments shall be done by COMPANY to EPFL within thirty (30) days of receipt of the invoices.

3. Confidentiality
3.1 Each Party ("the Recipient") agree to keep confidential and not to use for another purpose than the performance of this Agreement all information belonging to the other Party ("the Disclosing Party") with which it may come in contact during the course of the Project, provided that such information have been clearly labeled as confidential by the Disclosing Party or, if disclosed orally, have been confirmed in writing as being confidential within ten (10) days from their disclosure (hereinafter referred to as "Confidential Information"). Each Party shall be responsible for the compliance by its personnel with these confidentiality obligations.

3.2 The obligations under article 3.1 shall not apply to any Confidential Information that:

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

Such obligation shall neither apply to any portion of Confidential Information required to be disclosed as a result of a court order or pursuant to a government action, provided that the Recipient shall inform the Disclosing Party of any such order or action to give the Disclosing Party the opportunity to request a protective order.

3.3 The obligations under this article shall remain effective for five (5) years after termination of this Agreement or for a period defined by the Disclosing Party at the time of communication of such Confidential Information to Recipient.

4. Intellectual Property

4.1 COMPANY shall be the owner of the data obtained by EPFL in the performance of the Services (including without limitation results of the tests, measurements, routine analysis, etc.) and of any intellectual property rights pertaining thereto. EPFL hereby agrees neither to use nor to publish the said data without COMPANY’s written approval. The purpose of the Agreement is to perform a service and not to conduct a research; this Agreement does not grant any license or right to use any research results of EPFL even if they are issued from the performance of the Services, with the exception of the data as defined in article 4.1. Any rights on these research results of EPFL shall be agreed in a separate agreement.

4.2 EPFL shall remain the owner of all its methods and tools used or developed in the performance of the Services as well as of any intellectual property rights pertaining thereto.

4.3 It is hereby agreed that neither right of use nor license of any kind is hereunder granted to COMPANY on EPFL’s intellectual property obtained before, after and/or outside of this Agreement.

4.4 COMPANY shall not use EPFL name nor logo, nor any EPFL institutes, laboratories or researchers’ name without the prior written consent of EPFL including, without limitation, in connection with any public disclosure of the data resulting from the Services.

4.5 Notwithstanding any provision of this Agreement, EPFL shall have the right to disclose any data or results obtained in the performance of the Services to the extent that such disclosure is required by prevailing public interests.

5. No Warranties
5.1 EPFL shall perform the Services by applying its best scientific knowledge and best scientific standards. EPFL has only an obligation of means in the performance of the Services.

5.2 EPFL makes no warranties, either express or implied, including but not limited to warranties of novelty, patentability, accuracy, non-infringement, merchantability and fitness for a particular purpose of the Services and of the data resulting from the Services.

6. Liability

6.1 EPFL shall be liable towards COMPANY only in the event of fraud or gross negligence for any damages suffered in connection with this Agreement.

6.2 In the event that COMPANY decides to commercialize products and/or services based on the Services, COMPANY shall bear the sole responsibility for the conception, use and commercialization of such products or services and shall be liable towards third parties in connection with this conception, use or commercialization. COMPANY agrees to indemnify and defend EPFL against any such claim from third parties brought against EPFL; to this end, COMPANY agrees to maintain an adequate insurance coverage.

6.3 Neither Party shall be entitled to commit the other Party to any obligation in connection with this Agreement, without the prior written consent of the other Party.

7. Communications

Any notice or communication to be given within the framework of this Agreement shall be forwarded to the following contact persons:

Communication to COMPANY:

........................................................................................................
(name and first name of the contact person)
........................................................................................................
(address)
e-mail: ..............................................................
phone: ..............................................................
fax: ..............................................................

Communications to EPFL:

Ecole Polytechnique Fédérale de Lausanne (EPFL)
........................................................................................................
(name and first name of the contact person)
........................................................................................................
(laboratory)
Station .................
CH-1015 Lausanne, Switzerland
e-mail: ..............................................................
phone: ..............................................................
fax: ..............................................................
8. Term and Termination

8.1 This Agreement shall come into effect on ......................... (effective date) and shall remain in effect until ......................... (end date of the Service)

8.2 COMPANY shall have the right to terminate this Agreement at any time upon sixty (60) days prior written notice. In the event of such termination, COMPANY shall have no further obligation to EPFL under this Agreement, except for the payment of those accrued expenses due to EPFL for the work performed up to the date of termination as well as any non-cancellable expenses incurred by EPFL prior to the receipt of the termination notice. Such expenses shall be paid by COMPANY to EPFL within thirty (30) days of receipt of the invoices. Upon receipt of a termination notice, EPFL shall discontinue the Services, and shall immediately deliver COMPANY all written reports and other materials already prepared by EPFL in the performance of the Services.

8.3 The provisions of articles 3, 4, 5, 6, 8 and 9 shall survive any expiration or termination of this Agreement.

9. Applicable Law and place of jurisdiction

9.1 This Agreement shall be governed by the laws of Switzerland.

9.2 The exclusive place of jurisdiction shall be Lausanne.
This Agreement is executed in two originals and duly signed by the authorized representatives of the Parties hereto, as printed below:

**Ecole Polytechnique Fédérale de Lausanne**

(Place and date)

(Signature)

(name and title)

(Signature)

Gabriel Clerc, Head of EPFL-TTO

(name and title)

**COMPANY**

(Place and date)

(Signature)

(name and title)

(Signature)

Enclosure 1: description of the Services
Enclosure 1
Description of the Services

(to be completed)