

Document to be signed by all students enrolled at Bordeaux INP

CONFIDENTIALITY AGREEMENT

BETWEEN :

Title :

Madam Sir

Surname :

First name :

Date of birth :

Address :

Postcode :

City :

Hereinafter referred to as the **“Student”**

AND

Institut Polytechnique de Bordeaux,

Public Scientific, Cultural, and Professional Institution,
headquartered at 1 Avenue du Dr Albert Schweitzer
33400 Talence,

Represented by Mr. Guillaume FERRÉ, Chief Executive
Officer,

Hereinafter referred to as « Bordeaux INP »,

The Student and Bordeaux INP, hereinafter referred to
individually or collectively as the “Party” or “Parties”

PREAMBLE

As part of their program, students take courses offered by
one of the departments at Bordeaux INP.

Component :

In this regard, the Student acknowledges that, within the
relevant department (excluding research laboratories), he
or she will benefit from knowledge, expertise, skills, and
project implementation capabilities that are unknown to
him or her at the time of enrollment.

Furthermore, the Student acknowledges that Bordeaux
INP will provide a team of faculty researchers as well as
various technical facilities and resources to support any
development undertaken as part of their program.

As part of their program, students will also receive
information from faculty members or third-party
partners, either directly or through Bordeaux INP.

Similarly, Bordeaux INP recognizes that students may
contribute innovative or novel ideas and may be called
upon to implement or develop them as part of their
program.

Certain Projects may be presented to potential partners
who may be interested in jointly developing the Project’s
results. The Project’s results and the terms governing the
management of such results are not covered by this
Agreement and will be the subject of a separate and

distinct contract between Bordeaux INP and said
partners. However, this Agreement also aims to govern
the confidentiality of information that the Student may
receive from a third-party partner, either directly or
through Bordeaux INP.

The Student and Bordeaux INP have come together to
discuss the terms of their relationship and the respective
management of their knowledge and contributions
(hereinafter the “Exchanges”).

THE PARTIES HAVE AGREED AS FOLLOWS :

Article 1 - Definitions

For the purposes of this Agreement, the following terms,
when capitalized, shall have the meanings set forth
below:

Agreement : This agreement between the Parties.

Confidential Information : Information and data of any
kind, including technical, scientific, economic, financial,
commercial, and accounting information, as well as any
plans, studies, prototypes, materials, experimental and
test data, drawings, graphic representations, know-how,
experiences, databases, software, and programs,
regardless of their form, medium, or means, including,
without limitation, oral, written, or recorded
communications on any medium, that the Parties may
share with one another. It is understood between the
Parties that Proprietary Knowledge, the information
described above originating from Bordeaux INP, the
Student, or a third-party partner, constitutes Confidential
Information.

All information must be treated as confidential by the
Parties, whether or not the term “confidential” is used in
notes, studies, analyses, or any other document.

Article 2 - Purpose

The purpose of this Agreement is to establish rules
governing the protection and use of Confidential
Information that the Parties or a third-party partner will
exchange within the context defined in the preamble.

Each Party shall disclose only the Confidential Information
it deems necessary for the conduct of the exchange.

No provision of this Agreement shall be construed as
obligating either Party to disclose Confidential
Information or to enter into a contractual relationship
with the other Party.

Article 3 - Obligations of the Parties

The Party receiving the Confidential Information agrees,
for the duration of this Agreement and until such
information becomes part of the public domain, that such
Confidential Information originating from the Party or a
third-party partner that discloses it :

a) be protected and kept strictly confidential and be treated with the same degree of care and protection as it accords to its own Confidential Information of similar importance ;

b) not be used, in whole or in part, for purposes other than those defined by this Agreement, as mentioned in the Preamble above, without the prior written consent of the Party or third-party partner that provided it ;

c) shall not be disclosed or be likely to be disclosed, either directly or indirectly, to any third party or to any persons other than those mentioned in Article 5 below ;

d) shall not be copied, reproduced, or duplicated, in whole or in part, unless such copying, reproduction, or duplication has been specifically authorized in writing by the Party or third-party partner that provided them.

Notwithstanding the provisions of Articles 9 and 10 below, the expiration or termination of this Agreement shall not relieve the Parties of their obligations to comply with the provisions of Article 3 regarding the use and protection of Confidential Information received prior to the date of termination or expiration. The obligations set forth in those provisions shall remain in effect for the period specified in said article.

Article 4 - Exceptions

The Party receiving the Confidential Information shall not be subject to any restrictions on its use if it can demonstrate :

a) that the information had entered the public domain prior to its disclosure or was subsequently disclosed by a third party acting in good faith ;

b) that it was already aware of such information, such prior knowledge being demonstrable by the existence of appropriate documents in its records ;

c) that it was received from a third party authorized to disclose it lawfully, without restriction or violation of this Agreement ;

d) that the use or disclosure was authorized in writing by the Party or third-party partner from whom it originated ;

Done at Talence, on

The Student

e) that such information is the result of internal developments undertaken in good faith by members of its staff who did not have access to such Confidential Information ;

f) that the disclosure is required by any law or court order, provided that the Party required to disclose such Confidential Information notifies the Party or third-party partner from whom it originated as soon as possible, taking into account any objection on their part.

Article 5 - Intellectual Property

The Parties expressly agree that the disclosure of Confidential Information between them under this Agreement, or the receipt of Confidential Information from a third-party partner, shall in no event be construed as conferring, either expressly or implicitly, upon the receiving Party, any ownership rights whatsoever in the Confidential Information or in any existing or future intellectual property or other rights relating to the Confidential Information. All Confidential Information and materials communicated and provided by a Party or a third-party partner are and shall remain the exclusive property of such Party or partner.

Article 6 - Term

Notwithstanding the date of its signature, this Agreement shall enter into force retroactively on September 1 of the Student's first year of enrollment at Bordeaux INP and shall remain in effect until the end of the Student's program at Bordeaux INP. There is no tacit renewal. Any extension of the terms of this Agreement must be the subject of an amendment signed by the duly authorized representatives of each Party.

Article 7 - Governing Law - Disputes

7.1 This Agreement is governed by French law.
7.2 Any dispute between the Parties concerning the existence, validity, interpretation, performance, or termination of this Agreement that the Parties are unable to resolve amicably shall be brought before the competent French courts.

For **Bordeaux INP**
Sir Guillaume FERRÉ, Chief Executive Officer

