

**GENERAL TERMS AND CONDITIONS FOR VISITOR STAYS AT ETH ZURICH  
("GTC Visitor Stay ETH Zurich")****1. Scope**

These GTC Visitors ETH Zurich governs the presence of the visitor as defined in the agreement („Visitor“) in the facilities of ETH Zurich and his/her use of ETH Zurich's infrastructure (together „Visit“).

**2. Parties**

2.1 In general, the parties to this agreement comprise of ETH Zurich in its function of hosting institution and the Visitor. Apart from ETH Zurich and the Visitor, this could also include the employer of the Visitor or in case of a student, its home institution or any other third party vesting by statute or by contract the Visitor's rights in and to intellectual property generated in the course of the Visit („Organization“).

2.2 In the event the Visitor's Organization is not consenting to the present GTC Visitor Stay ETH Zurich („Declaration“), the Visitor confirms that he/she can dispose of the intellectual property rights governed by this agreement.

**3. Supplementary Agreements referring to the Visit**

The Visit may be governed by additional written agreements between ETH Zurich and the Visitor and/or third parties (e.g. the Visitor's Organization), such as e.g. a project agreement or a non-disclosure agreement (each a "Supplementary Agreement"). The provisions of a Supplementary Agreement shall take precedence over the provisions of the present agreement.

**4. Visit**

4.1 ETH Zurich agrees to the Visit of Visitor at ETH Zurich within the provisions of this agreement. The hosting unit of ETH Zurich may suspend the Visitor's stay at any time without cause. If the Visitor's stay is suspended or the agreement is terminated in accordance with Section 8.2, the Visitor shall return the keys and items provided by ETH Zurich and delete the closed-source software received via ETH Zurich and loaded on devices owned by the Visitor and/or his/her Organization.

4.2 The Visitor and the Organization acknowledge that the Visitor, unless explicitly stated otherwise in the agreement, is not insured by ETH Zurich's insurances and is therefore solely responsible for his/her insurances (e.g. liability, health and accident insurance). At ETH Zurich's request, the Visitor shall provide proof of existence of accident and health insurance within ten (10) days of the Visitor's arrival.

4.3 The Visitor and the Organization are responsible for all residence-related formalities in connection with the Visit and for obtaining all necessary permits. Unless

ETH Zurich is legally obliged to pay taxes and levies for the Visitor, the Visitor and the Organization are responsible for the payment of all taxes and levies due for the Visit, including social security contributions. At ETH Zurich's request, the Visitor will present work permits and residence permits where required.

4.4 The Visitor shall inform the hosting unit of ETH Zurich immediately if the status of the employment contract, insurance policies, residence permit or work permit changes during the Visit.

4.5 Excepts as agreed otherwise in writing, the parties do not owe each other any remuneration for the activities or work provided under this agreement, nor shall ETH Zurich be obliged to bear the costs of the Visitor's stay at ETH Zurich.

4.6 The Visitor undertakes to comply with all applicable laws and regulations of ETH Zurich such as security instructions, access authorizations, identification mechanisms, regulations concerning computer networks and other internal regulations and to follow instructions.

4.7 The Visitor and the Organization agree to comply with all applicable export laws and agree not to transfer to ETH Zurich any export-controlled items such as goods, technology or software, without ETH Zurich's prior written consent.

**5. Results**

5.1 With the exception of copyrights in publications and study theses such as semester, bachelor or doctoral theses, the Visitor and the Organization herewith irrevocably and at no costs assign to ETH Zurich all statutory intellectual property rights in results (such as rights in and to inventions, copyrights in software etc.) generated by Visitor in the course of the Visit. Where assignment is not permitted by law, an exclusive, worldwide, irrevocable, perpetual, unlimited, cost- and royalty-free and sublicensable license is hereby granted to ETH Zurich instead.

5.2 The Visitor is obliged to adequately document his/her work at ETH Zurich and, upon request, to hand over this documentation to ETH Zurich. The Visitor and the Organization shall provide the necessary signatures to enable ETH Zurich to perfect its rights in results.

**6. Confidentiality**

6.1 ETH Zurich does not wish to receive any confidential information under this agreement. The Visitor and the Organization hereby confirm that all information provided by the Visitor or the Organization to ETH Zurich is of a non-confidential nature.

6.2 In the course of the Visit, the Visitor may have access to information (e.g. source code, documents marked as confidential, results from third-party funded projects of ETH Zurich, etc.) belonging to ETH Zurich or held in custody by ETH Zurich and which is of a confidential nature ("Confidential Information"). The Visitor shall treat all Confidential Information as confidential as long as ETH Zurich has a legitimate interest in keeping it confidential and neither use it for his/her own purposes nor disclose it to the Organization or any third party. Upon termination of the agreement, the Visitor is obliged to either return or delete all Confidential Information in his possession and all digital and physical copies thereof.

## **7. Publications**

7.1 The Visitor and the Organization acknowledge that scientific publications or other disclosure of results in any form whatsoever ("Publication") may jeopardize the interests of ETH Zurich with respect to the protection of intellectual property or Confidential Information.

7.2 The Visitor and the Organization agree to obtain prior written consent of ETH Zurich's hosting unit before publishing any results. This consent shall be timely given and shall not be unreasonably withheld (email of the hosting unit is sufficient). The publication of results obtained in collaboration with personnel of ETH Zurich shall follow recognized academic standards, in particular the applicable Guidelines for Research Integrity and Good Scientific Practice at the ETH Zurich.

## **8. Term and Termination**

8.1 The agreement shall enter into force upon signature by the parties and shall have legal effect from the start date of the Visit as agreed in this agreement or, in the absence of such a start date, from the last signature of the parties.

8.2 Either party may terminate this agreement in writing with one (1) week's notice. Unless terminated earlier, the agreement shall terminate on the end date specified in the agreement or, in the absence of an end date, on the termination of the Visit.

8.3 The provisions which, by their nature are intended to survive the expiry or termination of the agreement shall continue to apply.

8.4 The Organization's declaration of consent relating to the Visitor's stay at ETH Zurich as well as to the present GTC Visitor Stay ETH Zurich forms an integral part of this agreement.

## **9. Miscellaneous**

9.1 The agreement governs, subject to any Supplementary Agreement, the contractual relationship of the parties in relation to the Visit solely and exclusively. Any earlier agreements between the parties governing the same subject matter are hereby terminated and replaced by this agreement. Nullity of individual provisions shall not affect the validity of the agreement.

9.2 No party shall be entitled to commit the other party or the parties to any obligation in connection with this agreement, without the prior written consent of the other party/ies. The parties agree that nothing in this agreement shall imply any simple partnership between the parties nor an employment relationship between the Visitor and ETH Zurich.

9.3 Deviations and amendments to the GTC Visitors ETH Zurich become valid and an integral part of the agreement if stipulated in a document separated from the offer document and signed by the parties ("Special Provisions").

9.4 In the event of inconsistencies between the main body of the agreement and the GTC Visitors ETH Zurich or the Special Provisions, the GTC Visitors ETH Zurich and the Special Provisions shall take precedence over the main body of the agreement. In the event of inconsistencies between the GTC Visitors ETH Zurich and the Special Provisions, the Special Provisions shall take precedence over the GTC Visitors ETH Zurich.

9.5 The agreement shall be construed and exclusively governed by the laws of Switzerland, without reference to its conflict of laws principles. The sole place of jurisdiction for any dispute arising from, or in connection with the agreement shall be exclusively the courts of the city of Zurich.

GTC Visitor Stay ETH Zurich (Version January, 2019)