

Confidentiality

The candidate declares that he/she is aware of the fact that all of the information and all of the documents concerning the Berger-Levrault Group or deriving from the Berger-Levrault Group and which are communicated to him/her by the Berger-Levrault Group or by its representatives or by the intermediary of the teaching staff of the School are confidential information belonging to the Berger-Levrault Group (the "Confidential Information").

Therefore, the candidate undertakes to maintain complete confidentiality with regard to the Confidential Information, to use it exclusively in connection of the Competition for which it was communicated. He/she undertakes to share this Confidential Information only with the persons involved in the Competition who must be aware of this for the requirements of the Competition and not to disclose or communicate this to any third parties in any form whatsoever.

The candidate in the BL City'ZEN Challenge Competition undertakes not to make any illicit copy of the software used or developed by Berger-Levrault to which he/she may have access during the competition, as well as not to install any software from external sources on the internal systems of Berger-Levrault. Upon the completion of the BL City'ZEN Challenge Competition, the candidate undertakes to return to Berger-Levrault all of the documents and information to which he/she has had access, unless he/she obtains advance written authorisation from Berger-Levrault to retain such document or information.

The candidate acknowledges that a failure to perform these obligations may constitute significant harm for the Berger-Levrault Group and may cause him/her to be held liable. This confidentiality commitment is valid for the duration of the competition up to the awarding of the prizes and shall remain in force for a period of 7 years after that.

Intellectual Property

All participating teams certify and guarantee to the Berger-Levrault Group that they are the original authors of all developments and contributions realized in the context of projects in which they participated and that their developments and contributions are not directly and/or indirectly violating any rights of third parties. In light of which, all participating teams shall hold the Berger-Levrault Group harmless against any and all claims brought by third parties, in particular as regards the use made of said developments and contributions, as provided for within the framework of the competition.

All entrants authorise the Berger-Levrault Group, free of charge and in advance, to disclose to the public, to perform and/or to reproduce, where applicable, the above-mentioned developments and contributions, and in particular to feature them on the websites of the Berger-Levrault Group.

All entrants grant, for a period of 36 months from the submission of their respective project-contributions, on an exclusive basis, to the Organising Company, all ownership rights to their projects that constitute their contribution to the competition, including reproduction rights irrespective of the medium, performance rights as regards any and all means, adaptation rights and modification rights and likewise the right to offer to sell as regards the projects. Consequently, entrants shall refrain from entering into an assignment agreement with respect to the rights to their work. Entrants grant said rights without consideration, on a worldwide basis. Six months prior to the expiry of said grant of rights, Berger-Levrault shall notify the entrant of its intention to abandon the rights granted or to acquire them. Consideration for the assignment of the intellectual property rights that may be agreed, shall be materialised through the payment of an overall lump-sum amount, it being understood that in the event of commercial exploitation on the part of Berger-Levrault, the latter may pay additional remuneration, the terms and conditions of which shall be negotiated in good faith.

Concerning Confidentiality and Intellectual Property



Project Leader

Executed at, on (date).....

Last name, first name:

Signature, preceded by the statement "By participating in the call for projects for the BL City'ZEN Challenge, I accept without reservation the participation terms defined in the rules for the competition":

Team member 1

Executed at, on (date).....

Last name, first name:

Signature, preceded by the statement "By participating in the call for projects for the BL City'ZEN Challenge, I accept without reservation the participation terms defined in the rules for the competition":

Team member 2

Executed at, on (date).....

Last name, first name:

Signature, preceded by the statement "By participating in the call for projects for the BL City'ZEN Challenge, I accept without reservation the participation terms defined in the rules for the competition":

Team member 3

Executed at, on (date).....

Last name, first name:

Signature, preceded by the statement "By participating in the call for projects for the BL City'ZEN Challenge, I accept without reservation the participation terms defined in the rules for the competition":

Team member 4

Executed at, on (date).....

Last name, first name:

Signature, preceded by the statement "By participating in the call for projects for the BL City'ZEN Challenge, I accept without reservation the participation terms defined in the rules for the competition":

Team member 5

Executed at, on (date)

Last name, first name:

Signature, preceded by the statement "By participating in the call for projects for the BL City'ZEN Challenge, I accept without reservation the participation terms defined in the rules for the competition":

Team member 6

Executed at, on (date)

Last name, first name:

Signature, preceded by the statement "By participating in the call for projects for the BL City'ZEN Challenge, I accept without reservation the participation terms defined in the rules for the competition":

Team member 7

Executed at, on (date)

Last name, first name:

Signature, preceded by the statement "By participating in the call for projects for the BL City'ZEN Challenge, I accept without reservation the participation terms defined in the rules for the competition":