

CONFIDENTIALITY AGREEMENT

The student stated below (hereinafter referred to as 'the Student')

Name _____

Address _____

Address _____

A student at the school stated below (hereinafter referred to as 'Aarhus University')

School _____

Address _____

Address _____

Address _____

Aarhus University

CVR no.: _____

Hereby enters into an agreement with the company (hereinafter referred to as 'the Company')

Name _____

Address _____

Address _____

Address _____

CVR no.: _____

Relating to

Examination/module _____

AU supervisor _____

Please describe the study project or nature of the internship in detail

In the period from _____ to _____

The Student, Aarhus University and the Company will also be called 'the Party' when they are referred to individually, and 'the Parties' when they are referred to collectively.

In connection with the collaboration stated above, the contracting Parties will gain confidential information about each other. This information must not be disclosed to any third parties, so the Parties have agreed to enter into the following confidentiality agreement:

1. All information exchanged between the Parties regarding, but not limited to, unpublished knowledge in the form of know-how, unpublished inventions, any other special unpublished knowledge or information regarding for example organisation, products, business transactions, finances, goals and strategies, which in the nature of the case or following explicit statements to this effect, and regardless of its form (hereinafter referred to as 'Confidential Information'), must be kept strictly confidential and must not be disclosed under any circumstances either directly or indirectly to any third parties, or used for any purpose other than completing the project in question, without the consent of the issuing Party.

Notwithstanding the above, information provided verbally is only regarded as Confidential Information if this is stated explicitly when the information is given, and if the issuing Party informs the receiving Party in writing no more than four days after this statement that the information in question should be regarded as Confidential Information in accordance with this agreement. Confidential Information must be stored in such a manner that necessary and reasonable measures have been taken to protect it from unauthorised access.

2. All Confidential Information received, regardless of its form, must be returned to the issuing Party on request, or it must be confirmed in writing by the receiving Party that the information in question has been disposed of in appropriate fashion. However, a Party is entitled to keep a copy of the written material that has been received with a view to providing evidence of the contents of any documents received and in order to comply with obligations to archive materials.
3. Obligations under this agreement do not apply to Confidential Information which
 - a. was demonstrably in the possession of the receiving Party when this agreement came into effect,
 - b. is or becomes publicly known without the involvement or erroneous actions of the receiving Party,
 - c. has come into the possession of the receiving Party through a third party who has obtained the information in question legally, without the receiving Party being aware of the fact that the third party is bound to confidentiality vis-à-vis the issuing Party or others,
 - d. the receiving Party is obliged to disclose by law, other judicial precept or final judicial decision, or
 - e. is contained in a section of a project report which is not marked 'CONFIDENTIAL' wholly or partially in accordance with point 4 below.
4. Any project report or other written presentation prepared by the Student on the basis of or as a part of the project (referred to as 'the Project Report' in this agreement) should be sent to the Company for review and assessment of whether the Project Report contains any of the Company's Confidential Information before the Project Report is submitted for evaluation at Aarhus University or for any other planned publication. If the Company decides that the Project Report contains Confidential Information related to the Company, the Company is entitled within one week of receiving the Project Report to ask the Student to remove such Confidential Information or (if the information is not immaterial for the Project Report in its entirety) demand

within one week of receiving the Project Report that the Project Report should be marked 'CONFIDENTIAL'. If the Company does not respond and fails to contact the Student by this deadline, the Company will lose the option of asking the Student to remove the Confidential Information, or demanding that the Project Report should be marked 'CONFIDENTIAL', or protesting against any publication of the Company's Confidential Information which may be included in the Project Report.

However, if the Project Report is marked 'CONFIDENTIAL' it will always be accessible to the administration at Aarhus University, including the project supervisor, the examiner and co-examiners appointed by the ministry in connection with the exam.

If the Project Report is marked 'CONFIDENTIAL', Aarhus University is responsible for ensuring that co-examiners and others who gain access to the Project Report are subject to professional confidentiality concerning the Confidential Information of the Company published in the Project Report in the period stated in point 6.

If the Company so wishes, it can obtain information about who Aarhus University intends to appoint as co-examiner(s).

An oral presentation containing Confidential Information acquired in connection with the Project is only permitted subject to the written consent of the issuing Party. As a general rule, oral examinations are public at Aarhus University. If an entire Project Report, or a part of it, is marked 'CONFIDENTIAL' in accordance with this agreement, an oral examination in which the Student participates and in which the content marked 'CONFIDENTIAL' may be presented can be held behind closed doors in accordance with the regulations on examinations at Aarhus University in force at the time in question. When signing this agreement, the Student agrees to let the oral examination be held behind closed doors in the event that the Project Report is marked 'CONFIDENTIAL' in full or in part.

Prior to any other planned publication, either visually or in writing, the issuing Party must receive a copy of the material for review and assessment of whether the material contains Confidential Information. The issuing Party has 30 days to review the Report, and if the issuing Party has not stated that the material contains Confidential Information relating to the issuing Party by this deadline, the issuing Party may not protest against the receiving Party publishing the Confidential Information in question.

5. The Company has the right – subject to the confidentiality regulations of this agreement and after the Student's examination based on the Project/Project Report or any other publication of the Project Report – to use the Confidential Information presented in the Project Report, including the results found by the Student, to the extent that the Student's Confidential Information is not covered by intellectual property rights in accordance with design, patent, trademark and utility model legislation. If either Party publishes or in any other way releases the project results, it must be stated that these results have been achieved in collaboration between the Student and the Company.
6. The obligations under this agreement remain in force after the conclusion of the collaboration and expire three years after the last signing of this agreement.

7. Any dispute arising out of or in connection with any violation of this agreement or the interpretation thereof is subject to Danish law and shall be settled by the ordinary Danish courts.

Signatures of the Parties:

The Student:

Place and date _____

Signature _____

Name _____

The Company

Place and date _____

Signature _____

Name _____

Aarhus University

School _____

Place and date _____

Signature (Degree programme director) _____

Name (Degree programme director) _____

Supervisor (not a party to the agreement):

*I hereby confirm that I have read and that I
accept the terms of this agreement*

Place and date _____

Signature _____

Name _____