**Confidentiality and Intellectual Property Agreement**

**(Student project or internship)**

|  |  |  |
| --- | --- | --- |
| 1. **The Parties and the Agreement** |  | The parties  [ORGANISATION NAME and company term (e.g. A/S or ApS)]  [ADDRESS]  [POSTAL CODE AND CITY]  Reg. No. [INSERT REGISTRATION NO.]  (hereinafter referred to as ”Company”)  Company contact person: [XXXXX XXXXXX]  and  [STUDENT 1 NAME]  [ADDRESS]  [POSTAL CODE AND CITY]  Enrolled at Aarhus University, Department of [XXXXX]  with student ID [xxx]  (hereinafter referred to as ”Student” or ”Receiving Party”)  and  [STUDENT 2 NAME]  [ADDRESS]  [POSTAL CODE AND CITY]  Enrolled at Aarhus University, Department of [XXXXX]  with student ID [yyy]  (hereinafter referred to as ”Student” or ”Receiving Party”)  and  [STUDENT 3 NAME]  [ADDRESS]  [POSTAL CODE AND CITY]  Enrolled at Aarhus University, Department of [XXXXX]  with student ID [yyy]  (hereinafter referred to as ”Student” or ”Receiving Party”)  and  [STUDENT 4 NAME]  [ADDRESS]  [POSTAL CODE AND CITY]  Enrolled at Aarhus University, Department of [XXXXX]  with student ID [yyy]  (hereinafter referred to as ”Student” or ”Receiving Party”)  and  [STUDENT 5 NAME]  [ADDRESS]  [POSTAL CODE AND CITY]  Enrolled at Aarhus University, Department of [XXXXX]  with student ID [yyy]  (hereinafter referred to as ”Student” or ”Receiving Party”)  and  Aarhus University  Department of [XXXXX]  [ADDRESS]  [POSTAL CODE AND CITY]  Reg. No.: 31119103  (hereinafter referred to as ”AU” or ”Receiving Party”)  AUs contact person/supervisor for the Student: [XXXX XXXXXX]  (The Company, the Student(s) and AU are separately referred to as ”Party” and jointly ”Parties”)  have on the date of the last signature hereto agreed on this following agreement (”Agreement”). |
| 1. **The purpose of the Agreement** |  | The purpose of the Agreement is  to regulate Receiving Party’s confidentiality keeping of – respectively the right to disclose the Company’s confidential information received during the Project (as defined below),  to regulate the Parties’ rights and obligations during the Project, and  to regulate the right to results generated by the Student during the Project. |
| 1. **The Project**   *Attachment 1* |  | The ”Project” means the Student’s co-operation with - or stay at the Company during [XX-XX-XXXX to YY-YY-YYYY] regarding [description of the project] as further described in Attachment 1, and the Student’s participation in “Examination Processes” at AU on the basis hereof, including oral and written examinations, participation in courses and submission of written products as part of the Student’s study programme at AU – all as set out in the effective curriculum and the current Examination Order Act.  In **Attachment 1** a more thorough description of the Project, practical information about names and contact information of contact persons/supervisors in the Company/AU, meeting times, procedures when absent/holiday etc. shall be inserted. |
| 1. **Conditions during the Project**   *Instruction*  *Facilities*  *Industrial Injury Insurance* |  | The Student shall comply with the Company’s instructions during the Project and when present at the Company’s premises.  Instructions may concern access to the Company’s facilities, compliance of security measures, co-operation methods, communication, use of IT equipment etc.  The Company will at no cost make necessary laboratories, workshops, office facilities etc. available for the Student for the completion of the Project.  Prior to the Student’s stay at the Company’s premises -, and at the latest prior to the beginning of the Project, the Company shall inform the Student about the Student’s possible non-coverage of The Industrial Injury Act (Arbejdsskadesikringsloven) and the Company’s industrial injury insurance. |
| 1. **Knowledge of the Company’s confidential information** |  | In connection with the Project the Receiving Party may receive knowledge of the Company’s confidential information. The right to disclose such information is regulated by this Agreement and applicable laws. |
| 1. **What is confidential information?**   *Indication of confidentiality*  *Oral information*  *Obviously confidential*  *Examples* |  | “Confidential Information” means any information and data disclosed orally, visually or in writing by the Company to the Receiving Party relating to the Project, and which   1. has been marked “Confidential” or the like by the Company at the time of the disclosure, 2. the Company at disclosure orally has instructed to be of confidential nature and by notice to the Receiving Party within 10 business days thereafter marks as “Confidential Information” or the like by the Company, **or** 3. is of obvious confidential nature.   Confidential Information can for example include:   * Business -, commercial -, research -, scientific - or technical information, and/or * Technologies, inventions, patent applications, processes, results, procedures, rights, specifications, design, plans, drawings, software, models, know how, prototypes, strategies and information. |
| 1. **The Receiving Party’s obligations regarding Confidential Information** |  | The Receiving Party is obliged to:   1. use the Confidential Information only for the conduction and completion of the Project, including the Examination Processes, 2. not to distribute or disclose the Confidential Information to any third party unless access hereto is granted in this Agreement, 3. keep Confidential Information confidential with the same degree of care as is used to protect the Receiving Party’s own confidential information, at least with reasonable care.   The Receiving Party is obliged to inform the Company immediately in writing of any violation of this Agreement. |
| 1. **What is not Confidential Information?** |  | The obligation to keep Confidential Information confidential shall not apply to information or data which:   1. prior to the reception of the Confidential Information from the Company already was in the Receiving Party’s possession without confidentiality obligation; 2. at the time of disclosure already was, is, or later becomes publicly available through no breach of this Agreement by the Receiving Party; 3. lawfully has been acquired by the Receiving Party from a third party without confidentiality obligations; or 4. has been developed by the Receiving Party independently of the Confidential Information disclosed by the Company. |
| 1. **Disclosure required by law, court order, etc.**   *Obligation to inform* |  | The obligation to keep Confidential Information confidential does not apply if the Receiving Party is required to disclose Confidential Information by law, court decision or legitimate order from a government agency.  The Receiving Party shall without undue delay inform the Company of any such requirement to disclose Confidential Information and to the extent practicable possible, prior to disclosure. |
| 1. **STOP use -, return - and destruction of Confidential Information**   *Archiving* |  | The Company may at any time instruct the Receiving Party to immediately stop using the received Confidential Information and return or destruct all received Confidential Information, unless the Confidential Information already has been applied in the Examination Process(es).  AU is entitled to keep one copy of the Confidential Information received in its confidential files for regulatory compliance and record keeping purposes. |
| 1. **Assignment of rights and remuneration**   *Assignment*  *Fair remuneration*  *Minimum remuneration* |  | Data, results, processes, products, know-how, refinements, improvements, trade secrets and inventions, created sole or partially by the Student as part of the Project and based on the Company’s Confidential Information, shall belong to the Company (“Intellectual Property”/“IP”).  IP is assigned to the Company successively as created.  If a patentable invention or utility model generated by the Student is included in an application for patent or utility model registration submitted by the Company or the assignee hereof, or if the Student otherwise is (co)inventor to the applied, the Company shall pay the Student a fair remuneration at minimum DKK 20.000 (twenty thousand) due at the submission of the first application hereof as a one off remuneration. |
| 1. **Use of Confidential Information during the Project and of Student’s Project Work**   *Project Work*  *Review period*  *Indication of confidentiality*  *The Royal Library*  *Plagiarism survey*  *Consent to oral examination without public access* |  | The Company is aware that the Student participates in Examination Processes at AU subject to publicity in accordance with the current laws. During such Examination Processes the Student may have to use knowledge, experiences and results achieved during the Project.  In accordance with the below specified, the Student may disclose Confidential Information and/or IP in written/visual products on the basis of the Project and which product the Student shall submit to AU during Examination Processes, possibly for assessment (“Project Work”).  Throughout the Project a Receiving Party may disclose Confidential Information, IP and Project Works to each other, external examiner(s) and the board of complaints concerning possible complaints about the evaluation of the Project Work and the examination and grading of the Student. The duty of confidentiality for supervisor(s), examiner(s), external examiner(s) and such board of complaints is implied in the Public Administrations Act.  The external examiner(s) and the mentioned board of complaints are appointed in accordance with the current Examination Order Act  Prior to the intended submission of the Project Work to AU the Student will present a draft hereof to the Company for review. The Company will review whether the Project Work contains Confidential Information and/or IP. If the Company finds that the draft contains Confidential Information or IP, the Company can within 1 (one) week from reception of the draft demand that the Student marks the Project Work “Confidential” on the front page if the Student submits the Confidential Information and/or IP presented for review. If the Company does not give notice to the Student within this term, the Company waives from protesting against the disclosure of Confidential Information and/or IP contained in the presented draft of the Project Work.  Upon submission of a Project Work to AU the Student will make sufficient indication and declaration of confidentiality, including possible electronic declaration hereof and marking with ”Confidential” on the front page of the Project Work. The Student is liable for the correct marking/declaration of confidentiality of the Project Work.  The Parties accept that AU may archive the Project Work at the University Library (AU Library) residing under the Royal Library (“Det Kongelige Bibliotek”). This is not a consent to lending out the Project Work.  Any Project Work submitted to AU for evaluation is subject to survey for plagiarism. Such survey can be conducted electronically using a plagiarism detection tool provided by a third party (supplier to AU). The purpose of such survey is to detect plagiarism and assess the Project Work for unauthorized quoting. If A Project Work is submitted without the Student has made sufficient indication and declaration of confidentiality the Project Work will be subject to future plagiarism detection surveys made by AU or other licensees of the plagiarism detection tool.  If the Student has indicated - and/or declared the submitted Project Work as confidential the Student is considered to have given the necessary consent in having any oral examination, in which the Project Work in whole or partly will be presented and/or in which Confidential Information and IP are expected to be presented, held without public access in accordance with the current Examination Order Act (Eksamensbekendtgørelsen). |
| 1. **Effective date and duration** |  | This Agreement shall be effective as of when the Receiving Part first receives Confidential Information during the Project.  The consent granted in this Agreement to use Confidential Information expires upon the first of  1) the completion of the Project, or  2) three years after the Receiving Part first reception of Confidential Information,  however use as of clause 12 can proceed hereafter in accordance with this Agreement. |
| 1. **Personal data** |  | When entering the Agreement and fulfilling the contractual obligations, the Parties proces information about the later Parties, the Parties´ employees, whom are part of the Project and other persons who are necessary for the completion of the Project and monitoring of the Agreement, cf. GDPR art. 6.1.b. Each Party is data controller for the procession of these personal data, with reference to each Party’s privacy policy.  The Student solely is data controller for personal data obtained in connection with the Project or received from the Company as a part of the Project, unless AU in accordance with the current curriculum has instructed the Student to obtain personal data. |
| 1. **Legal dispute**   *Choice of law*  *Venue* |  | This Agreement shall be governed by Danish law, with the exception however of Danish international private law and rules concerning choice of law to the extent that such rules would lead to application of another country’s law.  Any dispute between the Parties arising from the Agreement which cannot be settled amicably must be brought before the Court of Aarhus as first instance. |
| 1. **Signatures**  |  |  | | --- | --- | | For the Company  Date: [insert date]  Name: [insert name]  Title: [insert title] | Student 1  Date: [insert date]  Name: [insert name] | | For Aarhus University  Date: [insert date]  Name: [insert name]  Title: [insert title] | Student 2  Date: [insert date]  Name: [insert name] | | Student 3  Date: [insert date]  Name: [insert name]  Student 5  Date: [insert date]  Name: [insert name]  Supervisor at AU:  The undersigned who is not a party to this Agreement hereby confirms to have read and understood the content of this Agreement:  Date: [insert date]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: [insert name]  Title: [insert title] | Student 4  Date: [insert date]  Name: [insert name] | | | |