

CONFIDENTIALITY AGREEMENT

Student _____
[insert name of the student, address and student no.] (hereinafter referred to as "Student")

at Aarhus University School of Engineering, Inge Lehmanns Gade 10, 8000 Aarhus C, Denmark
(hereinafter referred to as "Aarhus University") enters into a business relationship with

[insert name of company, address and CVR-no] (hereafter referred to as "Company")

in connection with a project or traineeship regarding

[please state the nature of the relationship]

(hereinafter referred to as "Project")

with _____, Aarhus University acting as
[insert name of the appointed supervisor of Aarhus University]

supervisor to the Student in connection to the Project (hereinafter referred to as "Supervisor").

in the time period from _____ to _____.

Separately, the Student, Aarhus University and the Company are also referred to as 'the Party' and jointly 'the Parties'.

In connection with the abovementioned business relationship the Parties involved will be introduced to each other's confidential information. In order to secure that this information is not disclosed to a third party, the Parties have agreed to and entered into the following confidentiality agreement:

1. Any information exchanged between the Parties including without limitation not-publicly disclosed information in the form of knowhow, non-disclosed inventions, other special not-publicly disclosed knowledge or information concerning the organization, products, business, economy, goals and strategies concerning one of the Parties, which inherently or by explicit order no matter how it is received (hereinafter referred to as "Confidential Information"), must be kept strictly confidential and may not under any circumstances, whether directly or indirectly be disclosed to any third party or used for any other purposes than the Project except with the approval of the disclosing Party.

Notwithstanding the above-mentioned, any information disclosed orally shall be only be considered Confidential Information if the confidential nature of the information has been drawn into the receiving Party's attention in writing by the disclosing Party within four (4) calendar days following the disclosure to the receiving Party.

In order to prevent unauthorized persons from gaining access to the Confidential Information reasonable measures must be taken by the receiving Party in relation to storing the information.

2. Any document, communication or other information, regardless of its form must be returned upon demand of the disclosing Party, or it must be confirmed in writing by the receiving Party that the information in question has been disposed of in a proper manner. Each Party may for reasons for securing documentation of the received information and/or for reasons for fulfilling its obligations by law to archive the received information keep a copy of any written information received.
3. Obligations according to this Agreement does not apply to Confidential Information which
 - a. the receiving Party can prove has been in this Party's possession at the time when this agreement came into effect,
 - b. is or becomes generally known in the public domain without breach of this agreement by the receiving Party,
 - c. is acquired by the receiving Party from a third party not under an obligation of confidentiality or non-use to the disclosing Party, or
 - d. the receiving Party by law, legislation or court order is required to disclose.
 - e. is contained in a part of the Project Report which not in whole or partly is marked "CONFIDENTIAL" according to clause 4 below.
4. Any project Report or other written material which is produced by the Student as part of the Project (in this agreement referred to as "Project Report") shall prior to handing in the Project Report to Aarhus University for evaluation or other public disclosure by the Student be forwarded to Company for the Company's assessment of whether the Project Report contains Confidential Information of the Company. If the Company finds that the Project Report contains Confidential Information of the Company, the Company then has one week from reception of the Project Report to give notice to the Student to request removal of such Confidential Information, or if the Confidential Information in question is not irrelevant for the Project Report, alternatively within one week from the reception of the Project Report demand that the Project Report is marked "CONFIDENTIAL". If the Company does not give notice within these time limits the Company is considered to have waived its rights to request removal of information, its rights to demand the Project Report marked "CONFIDENTIAL" and any other rights to protest against the disclosure of the Company's Confidential Information which is included in the Project Report.

If a Project Report is marked “CONFIDENTIAL” it shall always be accessible to the administrative staff of Aarhus University, including supervisors, examiners and external examiners in connection the examination of the Student.

If a Project Report is marked “CONFIDENTIAL” Aarhus University is responsible for ensuring that examiners and others who are granted access to the Project Report are bound of confidentiality for the same term as of clause 6 concerning the Company’s Confidential Information contained in the Project Report.

Aarhus University shall upon the Company’s request inform the Company as to whom Aarhus University intend to select as examiners.

A disclosing Party shall consent in any oral disclosures of Confidential Information the receiving Party has gained during the Project. Oral examinations at Aarhus University are accessible by the public – however if a Project Report in whole or partly as per this agreement accordingly is marked “CONFIDENTIAL” any oral examinations in which the Student will participate and in which contents of the Project Report marked “CONFIDENTIAL” naturally would be disclosed, shall be held behind closed doors according to the applicable laws and rules concerning examinations at Aarhus University. If the Project Report as per this agreement accordingly has been marked “CONFIDENTIAL” the Student hereby is considered to have consented in having any examinations held behind closed doors.

Prior to any other intended disclosure either in writing or visually of any material containing another Party’s Confidential Information the disclosing Party shall receive a copy of the draft manuscript in order for the disclosing Party to assess whether the material contains Confidential Information. The disclosing Party then has 30 days to review, provide comments to and/or protest against the draft material. If the disclosing Party has not given notice of his protest within this time limit the disclosing Party is considered to have waived any rights to protest against the recipient Party’s disclosure of the Confidential Information contained in the draft material.

5. But for the Student’s protectable Confidential Information according to the laws concerning protection of designs, patents, trademarks or utility models the Company shall after the Student’s examination on basis of the Project/the Project Report or any other disclosure hereof made by the Student be entitled to make use of the Student’s Confidential Information, including the Student’s results. Any publications or other disclosures of the results of the Project shall state that the results have been achieved jointly by the Parties through the Project.
6. Obligations under this Agreement continue for a period of 3 years from the last signature on this agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of Denmark without reference to conflict of law principles. Any disputes arising will be settled by the courts of Denmark.

Signatures of the Parties:

The Student:
Place and date: _____

The Company:
Place and date: _____

signature

signature

name in capital letters

name in capital letters

Aarhus University School of Engineering
Place and date: _____

signature

name in capital letters

Supervisor (not a Party to this agreement):
*I hereby confirm to have read and accepted
the terms of this agreement:*

Place and date: _____

signature

name in capital letters