Non Disclosure Agreement

This agreement (the Agreement) has been entered into between

SDU, University of Southern Denmark (SDU)
Department of [Insert name of department]
Campusvej 55
5230 Odense M
CVR-no. 29283958

and

[Insert name of the company] (the Company)
[Insert address of the company]
[Insert postal code of the company]
CVR-no. [Insert]

and

[Insert name of the student] **(the Students)**
[insert address of the student]

and

[Insert name of the student] **(the Students)**
[insert address of the student]

Individually referred to as a (Party) and collectively referred to as (the Parties).

1   Purpose

1.1   The Agreement has been entered into to ensure collaboration between the Parties concerning: Insert project name/title and a short description] (the Project).

1.2   This Agreement is a [fourpartite] agreement Each Party is solely responsible for the obligations the Party in question has undertaken. No Party is responsible for the other Party's actions or omissions.

1.3 The supervisor on behalf of SDU who will oversee the Project is: [insert name] ("SDU supervisor).

The supervisor on behalf of the Company who will oversee the Project is: [insert name] ("Company supervisor").

2 Confidentiality

2.1 The Students and SDU are each individually obliged to keep all technical, commercial and any other information (Confidential Information) that concerns the Company, which the Students and/or SDU have been acquainted with in connection to the Project, a secret. This applies regardless of how the Students or SDU have gained possession/knowledge of the information.

2.2 To the extent possible, the Company is obliged to inform the Parties of the information which is regarded confidential.

2.3 The Students and SDU may solely use the Confidential Information in connection with the Project. However, the Students may always disclose the information to the SDU supervisor.

2.4 The Students and SDU are only entitled to disclose the Confidential information to other parties provided that the Company has given its written consent in advance. However, SDU is always entitled to deliver the final project report to the examiners as well as members of the exam complaint board and appeals board established in connection with the examination order, in order from time to time (eksamensbekendtgørelsen).

2.5 Confidential Information shall not include information that:
- Is generally available to the public, at the time of receipt, or becomes available to the public through no fault of a Party.
- Is independently developed by a Party without the aid, application or use of the Confidential Information
- a Party has legitimately received from a third party, who was in lawful possession of and entitled to disclose of such information
- a Party is obliged to disclose as required by law, regulation or court order. In case of such a disclosure of Confidential Information the Company must however be notified immediately in writing.

2.6 In the event of a dispute about the duty of confidentiality, the Party who wishes to invoke one of the provisions under section 2.5 of this Agreement shall have the burden of proof.

3 Report

3.1 The Company acknowledges that a part of the Project requires drafting of a report which may contain Confidential Information.

3.2 Furthermore, the Company accepts that the report can be published, and that the content is not subject to any kind of confidentiality provided that the examination is public.

3.3 When the Students have concluded the report, they shall without undue delay forward a copy to the Company supervisor, however no later than 7 days before the submission deadline at SDU. The Company then has 7 calendar days to inform if they are of the belief that there are parts of the report which result in the Company wishing that the report should be treated partially or fully confidential. Such a notification must be sent in writing to the Students and the SDU Supervisor within the time limit set above. It shall contain a clear and precise outline of the sections which the Company cannot accept to be published. The Parties must thereafter discuss whether it is possible to change the report or keep parts of the report confidential. If this is not possible, the Company may request a closed examination, cf. section 4.

4   Examination

4.1 The examination adheres to the applicable laws and regulations, and as a result hereof the examination is, as a predominant rule, public. However, SDU can determine that the examination shall be conducted as a closed exam if there are substantial reasons speaking in favor of this. If the Company requests a closed exam, the Company shall provide SDU with a written request substantiating the grounds of closed examination within the abovementioned time frame. In case of closed examination, the report will not be publicly available either.

5   Information regarding the collaboration

5.1 The Parties are entitled to publicly disclose of the collaboration, including the name of the Project, its Purpose as well as the names of the Parties.

6   Miscellaneous

6.1 No modifications or changes to the Agreement shall be binding unless they have been made in writing and been signed by all Parties.

7   Term and termination

7.1 This Agreement enters into force upon the signature of the Parties.

7.2 The Agreement shall remain in full force and effect until the final examination is held, however the confidentiality obligation shall survive expiration of this Agreement for five (5) years after signature of the Agreement.

8 Governing law and jurisdiction

8.1 This Agreement shall be governed by and construed in accordance with Danish law, excluding its conflict of law rules to the extent it would lead to the application of an-other law.

8.2 Any dispute or claim arising out of or in connection with this Agreement, which cannot be settled amicably, shall in the first instance be settled by the District Court in Odense.

9. Signatures

For SDU, University of Southern Denmark

Date:

_____
[Name]
Head of Department

For [Name of the Company]

Date:

_____
[Name]
[Title]

For the Students

Date:

_____
[Name]
Student

For the Students

Date:

_____
[Name]
Student