# CONFIDENTIALITY AGREEMENT

**Student project**

Between

 **SDU, University of Southern Denmark**

 Department [Insert department where SDU Supervisor is employed]

 Campusvej 55

 5230 Odense M

 CVR no. 29283958

 (Hereafter SDU)

and

 **[Insert name of company]**

 [Insert address]

 [Insert postal code]

 CVR no. [Insert]

 (Hereafter ‘the Company’)

and

 [Insert name of student]

[Insert SDU email of the student]

(Hereafter referred to as the Student)

(SDU, the Company and the Student are also referred to individually as the ‘Party’ and collectively as the ‘Parties’)

1. Definitions

‘*Agreement’* means this agreement and its accompanying appendices.

*‘Background Knowledge’* means the Parties’ knowledge in the form of know-how, inventions or other specific knowledge that is owned or controlled by a Party and created outside the Project, which the Parties have made known to each other, or provided for the purpose of carrying out the Project.

*‘Confidential Information’* means information and material concerning business, economic, technical, scientific, research and other matters which are exchanged orally, in writing, electronically or by any other means.

*‘Foreground Knowledge’* means the results and all knowledge generated during the Project, including creations that may be protected under the Danish Patent Act, the Danish Copyright Act or the Danish Utility Model Act, regardless of which of the Parties generated the knowledge.

*“Publication”* means any oral or written communication of the Project.

*‘Project’* means the Project agreed on in this Agreement, entitled ‘[insert project title and a brief description of the project]’.

1. Purpose
2. This Agreement is entered into for the purpose of securing the Parties' cooperation regarding the Student's Project.
3. This Agreement is a tripartite agreement. Each Party shall only be liable for their own obligations. No Party is responsible for the acts or omissions of another Party.
4. The supervisor on behalf of SDU who will oversee the Project is: [insert name] (“SDU supervisor).

The Company’s supervisor for the Student on the Project is [insert name].
5. Rights
6. Each Party retains ownership of the Background Knowledge that the Party brings to the Project.
7. For the duration of the Project, the Parties grant a non-exclusive right of use for each other’s Background Knowledge and Foreground Knowledge for the purpose of carrying out the Project. The right of use is exclusively linked to work in connection with the Project and may not be commercially exploited or transferred to third parties.
8. Each Party shall have ownership of the Foreground Knowledge created by the Party during the collaboration on the Project.
9. Foreground Knowledge created jointly shall belong to the Parties in a joint ownership of property, where the ideal share for each Party corresponds to the proportional intellectual contributions of the Party. The Parties shall own equal shares of the joint ownership if documentation for the respective contributions of the Parties cannot be provided.
10. Any exploitation of jointly owned Foreground Knowledge that can be protected as an intangible asset requires agreement between the Parties.
11. Confidentiality
12. Confidential Information received by a Party from another Party in connection with the Project shall be used solely for the purpose of carrying out the Project and shall not be disclosed to any person other than those participating in the Project without the written consent of the disclosing Party.
13. The Student is entitled to disclose and exchange Confidential Information to SDU’s Supervisor.
14. 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).

1. A Party’s obligation of confidentiality under section 4.1 do not extend to information that;
* was already published or otherwise available to the public at the time of receipt,
* has been published after receipt or has become accessible to the public in any other way than by breach of the confidentiality obligation,
* was already in the rightful possession of the recipient without restrictions at the time of receipt,
* the recipient is obliged to disclose to third parties by law or other valid provision, such as the Danish Public Administration Act, the Danish Access to Public Administration Files Act or the Danish Administration of Justice Act.

4.5. In the event of a dispute regarding the obligation of confidentiality, the Party invoking a condition in section 4.4 shall have the burden of proof.

1. Report
2. The Company acknowledges that a part of the Project requires drafting of a report which may contain Confidential Information.
3. 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.
4. When the Student has completed the Project, the Student must submit a copy to the Company’s supervisor no later than nine (9) business days before the deadline at SDU. The Company shall then have four (4) business days to notify whether they believe there are parts of the Project that the Company wishes to be treated as fully or partially confidential.
5. Such notification must be sent in writing before the deadline to both the Student and SDU’s Supervisor; clearly indicating which sections the Company cannot accept is Published. The Parties must then discuss whether it is possible to change the Project or keep parts of the Project confidential. If this is not possible, the Company may request a closed exam, cf. section 6.1.
6. Examination
	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 favour of this. If the Company requests a closed exam, the Company shall within the above mentioned deadline in section 5.3, provide SDU with a written request substantiating the grounds of closed examination. In case of closed examination, the report will not be publicly available.
7. Information about the collaboration
	1. The Parties shall at all times be entitled to Publicise the collaboration in the form of the Project description, cf. clause 1.1, and the names of the Parties, however, not for commercial purposes without the written consent of all Parties.
8. Changes to the Agreement
	1. Changes to the Agreement must be made in writing and signed by all of the Parties.
9. Commencement and termination
10. This Agreement will be effective from the XX/XX 202X.
11. The confidentiality obligation shall expire 3 years after the end of the Project, unless otherwise stipulated by the Trade Secrets Act.
12. Disputes, governing law and venue
	1. This Agreement is governed by Danish law.
	2. Any dispute that may arise in connection with this Agreement, including disputes regarding the existence or validity of the Agreement, shall be settled amicably under Danish law by the court in Odense as the court of first instance.

1. Signatures

For SDU

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name]

Head of Department

For [name of the Company]

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name]

[title]

For the Student

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name]