**Non-Disclosure Agreement**

(Examination Project)

Between

University of Southern Denmark

Department of

Campusvej 55

5230 Odense M

(hereinafter "the University")

and

[name and address]

(hereinafter the “the Company”)

and

[name and address]

(hereinafter “the Student”)

(Collectively also referred to as “the Parties" and individually “a Party").

**§ 1 Definitions**

In this non-disclosure agreement the following definitions shall apply:

“*Agreement*” shall mean this non-disclosure agreement including its appendices.

“*Company Supervisor*” shall mean [name].

“*Confidential Information*” shall mean any and all (1) information owned or controlled by the Company, which (2) is disclosed by the Company to the Student and/or (3) disclosed by the Student to the University in (4) connection with the Examination Project and (5) which has been explicitly marked as “confidential”, or when disclosed orally, (6) has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Company.

“*Examination Project*” shall mean “[project title]”.

“*University Supervisor*” shall mean [name].

**§ 2 The purpose**

2.1 The overall purpose of this Agreement is that the Student shall obtain his/her degree.

**§ 3 Obligation of confidentiality and restrictions on use**

3.1 The University and the Student shall not disclose Confidential Information to any third party without the prior written consent of the Company. The University and the Student shall not use Confidential Information for any other purpose than the purpose for which it is disclosed.

3.2 Notwithstanding § 3.1 above Confidential Information shall not include information that:

* is already known to the University and/or the Student; or
* is or becomes part of the public domain without breach of this Agreement; or
* is received from a third party having no obligation to keep it confidential; or
* is developed independently by the University and/or the Student; or
* is required by law, regulation or court order to be disclosed, provided the University and/or the Student promptly notify the Company and limit any disclosure to the minimum required by law.

**§ 4 Permitted use and disclosure**

4.1 Notwithstanding any other provision of this Agreement the University and the Student are entitled to use and disclose Confidential Information as follows:

* the Student may use Confidential Information for the purpose of completing the Examination Project; and
* the Student may disclose Confidential Information to the University Supervisor; and
* the University Supervisor may use Confidential Information for the purpose of supervising the Student, evaluating the Examination Project and examining the Student; and
* the University may submit Confidential Information to the members of a board of appeal set up by the University pursuant to the examination order (in force from time to time) to the extent needed for consideration of an appeal from the Student. However, disclosure of Confidential Information to the members of a board of appeal shall be conditional upon the conclusion of a non-disclosure agreement containing terms and conditions no less restrictive than those set forth in this Agreement.

**§ 5 Public or non-public examination**

5.1 The Examination Project is concluded in the form of a written report. The University Supervisor shall submit the report to the Company (through the Company Supervisor). Within 2 weeks after receipt of the report, the Company shall notify the University Supervisor in writing whether the examination shall be conducted as a (1) closed, non-public examination, or as a (2) public examination. A request for a closed, non-public examination must be substantiated by reasons.

5.2 If the Company reasonably proves that disclosure of Confidential Information included in the report will be detrimental to its commercial or other legitimate interests, the University will conduct the examination as a closed, non-public examination, unless legitimate interests of the Student clearly override the legitimate interests of the Company, in which case the examination nevertheless will be conducted as a public examination.

5.3 If the Company notifies the University Supervisor that the examination may be conducted as a public examination, or if the Company does not respond within the deadline, cf. clause 5.1, the examination will be conducted as a public examination in accordance with applicable laws, regulations and the University’s internal rules, and the Student shall be entitled to use the report for any purpose and to disclose the report to third parties.

5.4 If the examination is conducted as a closed, non-public examination, the following shall be observed with respect to the report:

* one (1) copy of the report shall be kept in the University’s archives.
* the Student and the University Supervisor shall each hold one (1) copy of the report.
* one (1) copy of the report may be submitted to the external examiner(s). Submission of the report to the external examiner(s) shall be conditional upon the conclusion of a non-disclosure agreement containing terms and conditions no less restrictive than those set forth in this Agreement.

**§ 6 Intellectual Property Rights**

6.1 Inventions and/or software discovered, conceived, reduced to practice or otherwise generated by the University Supervisor in connection with the Examination Project shall belong exclusively to the University.

6.2 Inventions and/or software discovered, conceived, reduced to practice or otherwise generated by the Company Supervisor in connection with the Examination Project shall belong exclusively to the Company.

6.3 Inventions and/or software discovered, conceived, reduced to practice or otherwise generated by the Student in connection with the Examination Project shall belong to the Student.

6.4 The University and the Student hereby each grants to the Company a first option to (i) purchase any inventions and software covered by clauses 6.1 or 6.3 or to (ii) obtain a payable (exclusive or non-exclusive) license to make, have made, use, sell or distribute, import and otherwise commercialize such inventions and software.

**§ 7. Working on the Company’s premises**

7.1 In connection with the Student’s work on the Company’ premises, the Student must observe the Company’s instructions and safety measures. The Company shall instruct the Student of all such safety measures, and the University is not liable for any loss or damage caused by the Student.

**§ 8 Miscellaneous**

8.1 This Agreement constitutes the entire agreement between the Parties with respect to the Examination Project and shall supersede all prior written and oral agreements and understandings with respect to the Examination Project.

8.2 No modification of the Agreement shall be binding unless it is made in writing and signed the Parties.

**§ 9 Governing law and jurisdiction**

9.1 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 another law.

9.2 Any dispute or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be settled by the District Court in Odense.

**§ 10 Term and termination**

10.1 This Agreement shall remain in full force and effect until the Examination Project is completed or terminated by the Student.

10.2 Clauses 1, 3, 4, 5, 6 and 9 shall survive expiration of this Agreement for two (2) years.

Date: Date:

For [name] University of Southern Denmark

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## [name]

[title] Head of Department

 Dept. of

Date:

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## [student]

**Appendix 1 – Examination Project description**