**Confidentiality and Intellectual Property Agreement**

**(Student’s project cooperation with – or internship at a company/other institution or the like)**

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| 1. **The parties and the agreement** |  | The parties  ORGANISATION NAME company and term (e.g. A/S or ApS)  ADDRESS  POSTAL CODE AND CITY  Reg. No. INSERT REGISTRATION NO., CVR  (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  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 (“Supervisor at AU” or “AU-supervisor”)  (The Company, the Student(s) and AU are separately referred to as ”Party” and jointly as ”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 the 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 from XX-XX-XXXX to YY-YY-YYYY regarding working title, description of the project, project supervision processes between the Student and AU, and the Student’s participation in “Examination Processes” at AU. The “Examination Processes” shall mean tests- and examinations as described in the applicable Examination Order Act (“eksamensbekendtgørelsen” in Danish) and in the applicable study curriculum (“studieordning” in Danish), and in which the Project is part of or is a preliminary condition for participating in.  In **Attachment 1,** a project description approved by all Parties, practical information about names and contact information of contact persons/supervisors in the Company/AU, meeting times, procedures when absent/on holiday, etc. can 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 with security measures, co-operation methods, communication, use of IT equipment, etc.  The Company will make necessary laboratories, workshops, office facilities, etc., available free of charge for the Student to complete the part of the Project residing under the auspices of the Company.  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” in Danish) or possible non-coverage by 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 acquire, use and disclose such information is regulated by this Agreement and by 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, or 2. the Company at disclosure orally has instructed to be confidential 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 may include, for example:   * 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 shall not be treated as 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 obligations; 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 to the extent practicable possible prior to disclosure inform the Company of any such requirement to disclose Confidential Information. |
| 1. **STOP use -, return - and destruction of Confidential Information**   *The right to keep a copy for archiving* |  | The Company may at any time request the Receiving Party to immediately stop using the received Confidential Information and return or destruct all received Confidential Information.  Received Confidential Information which has been used by the Student as part of the Examination Processes may continuously be included in the Project Work (Defined in section 12) submitted by the Student for assessment at Aarhus University.  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*  *Report*  *Remuneration for IP being patentable or utility model registrable*  *Same remuneration as the Company’s employees* |  | Data, results, processes, products, know-how, refinements, improvements, trade secrets and inventions, created solely or partially by the Student as part of the Project and based on Confidential Information, shall belong to the Company (“Intellectual Property”/“IP”).  The Student must on an ongoing basis, and at the latest upon the Company’s request, report IP to the Company.  Reporting of IP must commence in the same way as if the Student was employed by the Company. The Company will provide written information (possibly as attachment to the Agreement) to the Student regarding any reporting processes to be observed by the Student.  The assignment of patentable IP being an invention or utility model – or use of IP in an application patent or utility model registration is subject to the Company’s payment of fair, appropriate and proportionate remuneration to the Student.  The remuneration is due upon   1. the Company’s submission of a patent or utility model application that includes the IP, 2. the Company’s assignment of title of - or the right to use the IP, 3. the Company’s commercial use of IP, or 4. the Student’s request.   The Student is always entitled to the same remuneration from the Company for IP as an employee of the Company would receive, in addition to such employee’s ordinary salary, if the IP in question was generated by the employee.  The Student is not according to this Agreement entitled to remuneration for other assignment of IP.  The accrual, size, and payment of the remuneration or changes of the assignment terms for IP, are of no concern to AU. |
| 1. **Use of Confidential Information during the Project and of the Student’s written works**   *Project Work*  *Review period*  *Indication of confidentiality*  *The University 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 according to applicable law. 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 the Student shall submit to AU during Examination Processes, possibly for assessment (“Project Work”).  Throughout the Project the Receiving Party may disclose Confidential Information, IP, and Project Works to each other, external examiner(s), and the board of complaints handling issues concerning the Examination Order Act/-complaints concerning Examination Processes. 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 applicable 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 shall 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.  If the Company has not required the Project Work to be marked with "Confidential" cf. the above, the Student is entitled to make the Project work available for lending via libraries and the like.  Any Project Work submitted to AU for evaluation is subject to a survey for plagiarism. Such a survey can be conducted electronically using an online plagiarism detection tool licensed from a supplier to AU. The purpose of such a survey is to detect plagiarism and assess the Project Work for unauthorized quoting. A Project Work that the Student has not accurately marked as confidential upon submission 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 applicable Examination Order Act. |
| 1. **Duration** |  | The consent granted in this Agreement to use Confidential Information expires upon the first of the following:  1) the completion of the Project, or  2) three years after the Receiving Party’s reception of Confidential Information,  however, use as of clause 12 can continue hereafter in accordance with this Agreement. |
| 1. **Personal data** |  | When entering the Agreement and fulfilling the contractual obligations, the Parties process information about the latter Parties, the Parties´ employees being 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 the data controller for the procession of these personal data. Concerning policy for personal data of the Company and AU attention is drawn to the respective Party’s policy for treatment of personal data.  The Student is the sole data controller for personal data obtained during the Project or received from the Company as a part of the Project unless AU in accordance with the applicable study curriculum has instructed the Student to obtain personal data. |
| 1. **Legal disputes**   *Choice of law*  *Venue* |  | This Agreement shall be governed by Danish law, with the exception however of Danish international private law and rules concerning the choice of law to the extent that such rules would lead to the 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 | | 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 | | | |