**Confidentiality Agreement**

between

Company/Institution name

address

Business reg.nr.:

(hereafter ”the Company/Institution”)

and

Name of student

address

(hereafter ”the Student”)

(hereafter jointly named “the Parties”)

This document manifests that an agreement has been reached among the Student, and the Company/Institution, that the Student shall prepare a thesis/project with the title […] (hereafter “the Project”) in cooperation with the Company/Institution. The project is part of the Student’s educational programme at the IT University of Copenhagen (hereafter “ITU”), and is conducted under supervision from an employee at ITU (hereafter “the supervisor”).

During the cooperation with the Company/Institution the Student might come into possession of Company/Institution information of confidential nature. Therefore the Parties agree on the following:

1. The Student commits herself/himself to hold in strictest confidence any confidential information of the Company/Institution - as defined below in section 2 - that the Student may come into possession of during the course of the Project.
2. ”Confidential Information” is defined as information of technical or commercial nature that the Student receives from the Company/Institution and which the Company/Institution has designated as “confidential” or which - under the circumstances surrounding the disclosure of the information – clearly ought to be treated as confidential. Confidential Information does not include any information that: (i) is or subsequently becomes publicly available without breach of this agreement; (ii) which the Student can demonstrate was already legally in his/her possession at the time of disclosure; (iii) which the Student legally and without restrictions has received from a Third Party after time of disclosure or; (iiii) which the Student can demonstrate as independently developed or acquired without reference to or reliance upon the cooperation with the Company/Institution.
3. The Company/Institution acknowledge that the Student is entitled to disclose Confidential information to her/his Supervisor during guidance sessions to the extent necessary for the carrying out the Project.
4. The Company/Institution shall be entitled to – on request – to review the Project before it is handed in to ITU. The Company/Institution shall have 5 days to review the Project and the sole purpose of the review is to advise the Student if the Project or part of the Project contains any Confidential Information. The student must still submit the project to ITU before the regular submission deadline for the project type in question.
5. If the Student – out of consideration for the conclusions of the Project - does not wish to remove Confidential Information from the Project, the Student shall take the following steps: the Student shall mark the Project “confidential” when handing it in to ITU, andrequest that the doors be closed for the oral exam, in accordance with ITUs rules for oral exams as described in the Study Guide. The Company/Institution accepts that the Project will be handled by the Examination Office and the assessors for the project. The Company/Institution is familiar with the fact that these are encompassed by the duty of confidentiality provided by the Danish Law concerning Public Administration (“Forvaltningsloven”).
6. The Company/Institution acknowledge that the Student shall be entitled to use the Project and the conclusions of the Project without any limitations provided that Confidential Information is not thereby disclosed.
7. The Company/Institution shall be entitled to a copy of the Project.
8. The Company/Institution shall be entitled to internal use only of the Project and the conclusions of the Project.
9. The Company/Institution shall not be entitled to publish or in other way disclose the Project or parts thereof without prior written agreement with the Student.
10. The student will inform the supervisor that an agreement about confidentiality has been made between the student and the Company/Institution.

**Signatures:**

Place and date: Place and date:

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Name: Name:

(The Student) Position:

 (The Company/Institution)