Confidentiality and Rights Agreement for Student Project

between

Company name
address
Business reg.nr.:
(hereafter "the Company")

and

Name of student
address
(hereafter "the Student(s)")

The IT University of Copenhagen
Rued Langgaards Vej 7
2300 Copenhagen S
Business Reg.nr.: 29 05 77 53
(hereafter "ITU")

(Separately, the Company, ITU and the Student(s) are also referred to as 'the Party' and jointly 'the Parties').

1   Background and purpose of the Agreement

1.1 This document manifests that an Agreement has been reached among the Parties, that the Student(s) shall prepare a thesis/project with the title […] (hereafter "the Student Project") in cooperation with the Company. The Student(s) Project is part of the Student(s) educational programme at ITU, and is conducted under supervision from an employee at ITU (hereafter "the Supervisor").

1.2 ITU has appointed [insert name] as the Student's Supervisor.

1.3 The Company has appointed [insert name] as the Company supervisor.

2   Project Work

2.1 The Student Project starts (date) and is expected to be completed (date).

2.2 To the extent necessary, and if appropriate, the Company makes available, free of charge, laboratories and/or office facilities for the Student(s) to use for work connected with the Student Project.

2.3 The Student(s) is expected to (describe the number of hours, if any, stay with the Company, etc.).

2.4 When working at the Company premises, the Student(s) must comply with the instructions issued by the Company with regard to working methods, procedures and work hours and, in addition, follow the rules specified by the Company for stays at the Company as well as for the use of electronic communication/IT.

2.5 If the Student(s) is(are) not covered by the Company's industrial injury insurance or other relevant insurances in connection with the stay at the Company, the Company is obligated to inform the Student(s) of this.

3 Confidentiality

3.1 The Student(s) commits to hold in strictest confidence any confidential information of the Company, as defined below in section 3.2, that the Student(s) may come into possession of during the course of the Student Project.

3.2 "Confidential Information" is defined as information of technical or commercial nature that the Student(s) receives from the Company and which the Company 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(s) can demonstrate was already legally in his/her possession at the time of disclosure; (iii) which the Student(s) legally and without restrictions has received from a Third Party after time of disclosure or; (iiii) which the Student(s) can demonstrate as independently developed or acquired without reference to or reliance upon the cooperation with the Company.

3.3 The obligation of confidentiality terminates 3 years after the Student Project is completed or terminated. The obligation of confidentiality also includes individuals who might have withdrawn from the Student Project for any reason.

3.4 The Company acknowledge that the Student(s) is entitled to disclose confidential information to their Supervisor from ITU during guidance sessions to the extent necessary for carrying out the Project.

3.5 The Company shall be entitled to on request to review the Student Project before it is handed in to ITU. The Company shall have 5 days to review the Student Project and the sole purpose of the review is to advise the Student(s) if the Student Project or part of the Student Project contains any confidential Information. The student(s) must still submit the Student Project to ITU before the regular submission deadline for the project type in question.

3.6 If the Student(s) out of consideration for the conclusions of the Project does not wish to remove Confidential Information from the Student Project, the Student(s) shall take the following steps: the Student(s) shall mark the Student Project "Confidential" when handing it in to

ITU, and request that the doors be closed for the oral exam, in accordance with ITUs rules for oral exams as described in ITU Student. The Company accepts that the Student Project will be handled by the Examination Office and the assessors for the Student Project. The Company is familiar with the fact that these are encompassed by the duty of confidentiality provided by the Danish Law concerning Public Administration ("Forvaltningsloven").

4 Intellectual property rights

4.1 <u>Utility model or patent:</u>
Inventions that can be patented or protected as utility model, and which is generated by the Student(s) as part of the Project, may be assigned to the Company, in return for a reasonable fee to the Student(s). The fee shall be determined by negotiation between the Student(s) and the Company.

4.1.1   Inventions made partially or entirely by ITU's Supervisor in connection with the Project and based entirely on the ideas of ITU's Supervisor shall be taken over by ITU, provided the provisions of the Danish Act on Inventions at Public Research Institutions have been complied with.

4.1.2   If the Company wants to acquire an invention(s), the Company must immediately inform the Students(s) accordingly and, if relevant, no later than 7 working days before the Student's(s') exam.

4.1.3   Ownership of the invention(s) is transferred to the Company when there has been a final payment; see above.

4.2 <u>Copyright, design right and trademark</u>
Intellectual property that can be protected or is protected by law, and is produced by (i) the Student(s) and by (ii) the Supervisor from ITU as part of the Project (hereinafter referred to as Results) is the property of the Student(s) and ITU's Supervisor. The Company gets a free non-exclusive license for commercial use.

4.3 <u>Intellectual property created jointly</u>
Intellectual property that can be protected or is protected by law, and is produced jointly (i) by the Student(s), ITU's Supervisor and the Company or jointly (ii) by the Student(s) and the Company as part of the Student Project (hereinafter referred to as Joint Results) is regulated proportionately according to 4.1 and 4.2.

5 Publishing

5.1 The Company acknowledge that the Student(s) shall be entitled to use the Student Project and the conclusions of the Project without any limitations provided that confidential Information is not thereby disclosed.

5.2 The Company shall be entitled to a copy of the Student Project.

5.3 The Company shall be entitled to internal use only of the Student Project and the conclusions of the Student Project.

5.4 The Company shall not be entitled to publish or in other way disclose the Student Project or parts thereof without prior written agreement with the Student(s).

6   Liability
6.1 Since this is a Student Project, the Student(s), ITU and the Company are not liable to each other in terms of the Student Project leading to the desired result.

6.2 The Parties shall be liable for damage in accordance with the ordinary rules of liability in Danish law. The Parties cannot be held responsible for indirect loss, consequential damages, operating loss, lost earnings or any other consequential financial loss, including claims for damages from third Parties.

7   Termination
7.1 The Student(s) may terminate this Agreement with 14 days' notice to the end of a month.

7.2 If a Party is in breach of this Agreement, any other Party shall be entitled to terminate the Agreement with immediate effect for all Parties.

7.3 Termination or annulment of the Agreement, however, does not entail termination of the Parties' rights and obligations under the agreement with regard to Sections 3, 4 and 5.

8   Disputes
8.1 Disputes between the Parties in connection with the Student Project must be settled amicably. If the Parties fail to reach an amicable settlement, the matter is referred to the ordinary courts of Denmark and shall be governed by Danish law.

Signatures:

Place and date: Place and date:

_____   _____

Name: Name:
(The Student)   Position:
                                                            (The Company)

Place and date:

Place and date:

_____
Name: Jens Christian Godskesen
Position: Pro-rector
(ITU)

_____
Name:
Position:
(Supervisor at ITU. Has seen and understands the terms, but is not a Party to the Agreement)