

Non-Disclosure Agreement

between the company

– in the following referred to as “the company”

and

Furtwangen University
represented by its President:

represented by the Dean:

– in the following referred to as “the university” –

Furtwangen University student

is planning to complete their thesis with the company; the thesis topic includes practical applications within the company. In order to work on this topic as well as to supervise and evaluate the work, the contracting parties may have to share and exchange confidential information regarding their institutions. For the contracting parties’ protection, such information shall be subject to confidentiality. This agreement is exclusively concerned with the cooperation concerning the thesis as defined. The cooperation is based on mutual trust; disagreements will be settled amicably.

§ 1 Prohibited Actions

The contracting parties mutually agree not to make available to third parties without prior consent any confidential information which was made available to them during the duration of this agreement by the student or the contractual partner. In accordance with §15AktG, related companies count as third parties.

§ 2 Definition

- (1) Confidential information for purposes of this agreement is any such information as
1. Confidential information for purposes of this agreement is any such information as
 2. is defined by § 3 b LwVfG BW as one of the company and business secrets protected or
 3. is subject to banking confidentiality, data protection or any other legal obligation to confidentiality

In any other respect, paragraph 3 shall apply to the graded assessment.

- (2) The duty of confidentiality does not apply when and in as far as the contracting party in receipt of information can show that
 1. the information in question is publicly available or
 2. the information in question has come to the receiving party's attention in another way which did not infringe any duty of confidentiality or
 3. the information in question has been developed by the receiving party's staff independently without such information having been made available to them or
 4. the party who disclosed the information has waived their right to confidentiality with regard to the information in question in writing

§ 3 Graded Assessment

The graded assessment submitted is not confidential information. Where the author has clearly marked the graded assessment's cover page with a lock flag ("Sperrvermerk"), the university, following the completion of the assessment procedure, will store the work in a proper and protected place.

§ 4 Permission

- (1) The university is permitted to handle confidential information in such a way and to such an extent as is necessary and usual to execute the cooperation; this included photocopying. In particular, the university is permitted to reveal confidential information to third parties in as far as this is necessary to allow for the proper performance of the assessment process. The proper performance of the assessment process includes all steps of the process including legal proceeding to object to assessment decision and an examination for plagiarism; the relevant examination and legal regulations apply. To clarify, this agreement negates neither the student's nor the university's duties under the examination regulations or university law.
- (2) The receiving party is permitted to disclose any information in as far as it is their legal or official duty to do so..

§ 5 Liability

The contracting parties agree to handle any confidential information they receive with the same care they would extend to similar information of their own in order to protect it from unauthorised disclosure or use. The extent of the liability for breaches of this confidentiality agreement as well resulting loss is limited to foreseeable loss.

§ 6 Property Rights

This agreement does not confer any rights, in particular property, licencing or replication rights, rights of use or any other commercial protected rights or options between the parties. A party making information available to the other, reserves the right to register its own protective rights with regard to the subject of such information.

§ 7 Coming into Force and Duration

The agreement comes into force at such time as the last party signs the agreement. Any duties under this agreement cease to exist five years after the coming into force thereof.

§ 8 Legal Relationships Existing Outside this Agreement

No employment or similar contract exists between the university and the student but a relationship governed by examination regulations. Thus the university does not have the right to impose a duty of confidentiality upon the student. The university is not liable for the student's compliance with any bilateral confidentiality agreements between student and company.

§ 9 Other

Oral agreement will be considered null and void. Any additions or amendments to this contract have to be in writing. The formal requirement can only be waived in writing. Only German law applies.

Place, Date

Place, Date

Furtwangen University, Stamp,
Signature Dean

Company, Stamp,
Signature Company Representative

Noted and agreed:

Place, Date

Place, Date

Signature Thesis Supervisor

if applicable: Signature 2nd HFU-Supervisor