

Rules for entering into agreements on confidentiality and rights in connection with cooperation between students, businesses and Copenhagen Business School on theses, dissertations, semester papers, projects etc ("the project")

Copenhagen Business School (CBS) attaches great importance to cooperation between the business community and our students. The present set of rules has been drawn up to ensure that the cooperation is beneficial to all parties.

The student and CBS

The student is not employed by and thus does not act on behalf of CBS, nor is the student in any position to commit CBS. The student is not subject to any monitoring by CBS of his or her activities, and CBS cannot be held liable for any actions or omissions committed by the student.

The student is not insured by CBS in connection with his or her stay in a business.

The student and the business

Any collaboration on a project must be based on an agreement between the student and the business. In principle, there will be no direct contact between the tutor and the business in the project period. In some cases the business may wish to remunerate the student for his or her efforts. Any such remuneration is of no concern of CBS.

In such cases it is important that both the student and the business have agreed on the expectations and requirements of the business to the results of the project, as there may be discrepancies between the business' requirements for immediate applicability (eg in the form of a consultant's report) and CBS' assessment of the project according to academic standards.

Form and content of the written report

Before the project starts, the student and his or her tutor discuss the problem statement, following which the student and the business together assess the possibilities for cooperation on the project.

From the point of view of CBS, emphasis is placed on theoretical knowledge and the application of theories on practical issues; this must be reflected in the project. It may thus be necessary for the student and the business to include a form of additional reporting in the cooperative agreement.

The student must be able to continue working with the subject of the project, even though the cooperation with the business may be discontinued in the course of the process.

Confidentiality

In connection with the cooperation, the student will often get access to company data or other confidential information that the business does not want to have made public. As a consequence, the business will often demand that the information surrendered to the student and the tutor in connection with the project must be kept confidential. The student should respect any such demand from the business and sign an agreement to that effect. A paradigm agreement is attached as Appendix. This agreement has been drawn up in accordance with eg the recommendations and guidelines prepared by a committee under the Danish Rectors' Conference in cooperation with The Confederation of

Danish Industries¹ and following discussions with several large Danish businesses that CBS cooperate with.

The agreement is signed by the student, the business and the tutor before initiating any kind of cooperation. If the tutor is expected to sign the agreement, the paradigm **MUST** be used in its original wording (with the exception of added names, project description etc.)

External examiners are appointed by CBS in collaboration with the national external examiners' institution according to current rules. Thus, it is not possible to give any special consideration to eg the external examiner's industry relations. The external examiners activities are covered by the Public Administration Act, including the provisions on disqualification and secrecy. Thus it is not possible to get the external examiner to sign specific confidentiality statements.

The business is obliged to inform the student of what data are made available and who the student may contact for questions; similarly, the student is obliged to inform the business' employees of how the information will be utilised. It is possible to divide the project into a confidential and a non-confidential section. However, it is not possible to exclude examiners (and where relevant, any opponent group) from access to parts of the project, if these parts are to form the basis for the assessment of the student's performance.

It is important that records are kept of the information surrendered by the business. As a consequence, the student is obliged to keep records of received information; the list will need to be approved by the business on a regular basis, usually at least once a month (if any new information has been handed over in the period).

The student has a similar obligation to keep records of the information handed over to his or her tutor, unless the information has already been incorporated in the project.

One provision of the agreement is that the business is entitled to review the project before it is submitted to CBS, and the business is entitled to demand changes made to the project if the business finds that parts of it contain confidential information that the business does not want made public. If the company's exercise of this right results in the project not being suitable for submission, the student may choose to submit the project to CBS with a confidentiality clause. A confidentiality statement has been prepared as an appendix to the paradigm agreement; the statement is signed and submitted with the written report. The business is obliged to sign the confidentiality statement.

Rights

The student holds all rights to the project/product that the student has prepared. If more students have prepared a joint project/product, they hold joint rights. As a consequence, only the student(s) can allow any restrictions to these rights (section 43 of the Ministry of Science Examination Order² and section 55 of the Ministry of Education examination Order).

Any agreement between the student and the business on any transfer of rights will only affect the student and the business and will have no effect on any rights held by the teacher/tutor or CBS. If the student's work in the business is expected to result in a specific product (eg a software program), it is very important that an agreement is made in advance on any transfer of rights. If no agreement has been made, the general provisions in Danish legislation will apply.

¹ The recommendations can be found in the publication, "*Kontakter, kontrakter og kodeks. Forskningsarbejde mellem universiteter og virksomheder*" [Contacts, contracts and codices. Research co-operation between universities and companies], The Danish Confederation of Industries and The Danish Rectors' Conference, September 2004

² Ministerial Order No. 857 1 July 2010 on University Examinations and Grading (The Examination Order)

The paradigm confidentiality agreement includes a provision on transfer of rights that can be used in such cases.

The business, the student and CBS may make an agreement to what extent each of the parties is entitled to publish the results of the cooperation. In this context, "CBS" is the tutor.

Any lending of theses and dissertations via the CBS Library may only take place provided the student has given his or her written consent. These papers may only be used in teaching if the student has given his/her written consent.

CBS has right of ownership to the physical or electronic copies of a paper that according to current rules have been submitted in connection with the assessment. According to legislation on records, CBS is obliged to keep these copies; consequently they cannot be handed over to the student and/or the business.

Copenhagen Business School, 1 February 2011

Johan Roos
President

Relevant documents in [SAR](#) (study administrative rules):

- Checklist for cooperative agreements between students and businesses
- Agreement on Confidentiality