

NB: This form should be filled out electronically and printed afterwards.

Confidentiality Agreement

between

Name: _____

Address: _____

(hereinafter referred to as the "Company")

and

Name: _____

Address: _____

(hereinafter referred to as the "Student")

regarding the Student's _____ (hereinafter referred to as the "Project") with the Company (hereinafter referred to as the "Agreement").

_____ is supervisor on the Project (hereinafter referred to as the "Supervisor")

The Student undertakes to treat as confidential any technical, commercial or other information and/or

_____ knowledge pertaining to

_____, which has disclosed to the Student, in connection with the Project (hereinafter referred to as "Information") – irrespective of whether the Information has been disclosed directly, in writing, orally, or by means of the receipt of product samples or parts hereof, or has been obtained during visits or the like - unless otherwise agreed.

The Project is pertaining to _____. The Student shall complete the Project by preparing _____ (hereinafter referred to as the "Report").

1. The Student will solely apply the received Information in connection with the above mentioned Project. The Student shall prepare and update a list of the Information the

Student receives during the course of the Project. The Company shall approve the updated list on a regular basis and at least than once a month, unless no new Information has been provided in the period. The Student shall also undertake to provide a list of Information disclosed to the Supervisor, unless this Information solely is disclosed to the Supervisor, because it is included in the Report.

2. The Student shall not be entitled to duplicate, reproduce, or disclose any Information to an unauthorised third party without the Company's prior written consent. At any time, the Student shall be entitled to give and disclose Information to the Supervisor and the examiner in so far as may be required in order to obtain the proper supervision to write the Report and complete the Project as well as being able to assess the Report.
3. The Student undertakes to store and treat Information provided from the Company in a way that prevents any unauthorised third party to access the Information.
4. As Information about the Company is a natural part of the Report, the Student shall undertake to provide the Company with a copy of the entire Report that the Student wishes to submit. The Company shall be entitled to demand certain parts of the text removed or rephrased in a manner ensuring that Information cannot be read from the text. The Company's right to demand changes does not imply the right to demand changes in paragraphs that do not contain Information. In the event that discrepancies of whether a paragraph contains Information should arise, the Company shall prove that the paragraph in question contains Information. As soon as possible, however, no later than 5 days after receiving the draft Report from the Student, the Company shall inform the Student whether changes in the Report are required. Notwithstanding the deadline, the Company shall undertake to inform the Student of the specific demands for changes as soon as feasibly possible, however no later than 15 days after receiving the draft Report from the Student. If the Company has not made any objections after the expiry of the 5-day period, the Report may be submitted to CBS without changes and without the Student having to mark the Report as confidential when submitting it in Digital Exam.
5. In case the Report cannot be written and submitted with the changes claimed by the Company in pursuance of clause 4 due to the nature of the Project, the original Report may be submitted at any time provided that the Report is confidential and the Student shall undertake to mark the Report as confidential when submitting it in Digital Exam.
6. Regardless of whether or not the Student marks the Report as confidential in Digital Exam , (i) the contents of the Report and the Project shall at any time be known to the Company, the Student, the Supervisor, the examiner, and the bodies at or associated with CBS, which are handling the Project, e.g. with respect to a possible complaint of an exam (including members of an appeals board) and (ii) the Report shall at any time be kept, etc. in pursuance of the legislation regarding filing that applies to CBS at the time in question. Marking the Report as confidential when submitting it in Digital Exam prevent the examination from being public.
7. Upon completion of the Project, the Student shall, upon written request by the Company, return all Information - written material/ physical objects/electronically stored material - which have been disclosed by the Company, cf. 1. Any Information in the form of written material/physical objects/electronically stored material shall be returned no later than 14 days after the Student has received the request for return by the Company.
8. The above duties of confidentiality shall not be apply to Information to the extent that

- a. the Information is public or is made public after the delivery, without the Student having failed to comply with the duty of confidentiality, or
 - b. it is proven that the Student was in possession of the Information in question before being informed by the Company, or
 - c. the Student can prove that he or she has been informed by a third party, who appeared to be entitled to receive and pass on the Information, or
 - d. the Information has been developed by the Student independently of the Project, or
 - e. the Information is or will be covered by legislation or ministerial orders, public decisions, verdicts, etc., which orders the Student to pass on the Information wholly or in part.
9. The Student shall act on his/her own behalf. CBS (which is not a party to the Agreement) shall not be held responsible for the actions of the Student, including non-compliance with duties pertaining to the Agreement.
10. The Student's duty of confidentiality in pursuance of this Agreement shall terminate 3 years after the completion of the Project. If the Project is discontinued before time, the 3-year deadline shall run from the actual time of termination.
11. This Agreement shall remain in force until the earlier of the two following times: (i) The Project has been completed or terminated (ii) 1 year after the latest date of the parties' signature to this Agreement.
12. This Agreement shall be governed by Danish Law, except the Danish international rules of civil law and conflicts. Any dispute between the Student and the Company arising out of this Agreement, including the interpretation and application hereof, which cannot be settled by arbitration, shall be submitted to and subject to the jurisdiction of the District Court of Frederiksberg in the first instance.

Date

Name

For the Company:

Date

Name, Title

The Supervisor, who will know about the Report and the Information herein, is, through his or her employment at CBS, bound by the rules on confidentiality in section 8 of the Danish Public Administration Act.

The Supervisor confirms by signing this Agreement to be familiar with the Agreement and its provisions on confidentiality.

Date

Name