

Non-disclosure agreement

between the

Deggendorf Institute of Technology

Dieter-Görlitz-Platz 1
94469 Deggendorf

Faculty European Campus Rottal-Inn

Course: _____

Prof. _____

(hereinafter „Deggendorf Institute of Technology“)

and

Company _____

(hereinafter „company“)

(hereinafter individually and together „contractual partner“)

Student _____

Preamble

The Deggendorf Institute of Technology supervises a thesis with the topic

(hereinafter referred to a „thesis“) which, among others, included CONFIDENTIAL INFORMATION of a company. Likewise, confidential information of the Deggendorf Institute of Technology will also be disclosed to the company within the scope of the supervision.

Against this background, the contractual partner shall agree to the following:

1. CONFIDENTIAL INFORMATION according to this agreement include all information received within the scope of the supervision of the thesis from the respective contractual partner (especially technical or business-related information including all documents, drawings, drafts, sketches, diagrams, descriptions, specifications, data, measurement results, calculations, samples, parts, films, digital memories, experiences, processes, knowledge, know-how and unpublished applications from protective rights) that are marked confidential.

THIRD PARTY according to this agreement includes all persons with the exception of the contractual partners, the examination candidate and those involved with the supervision of the thesis or the examination procedures and which are subject to the confidentiality obligations stipulated by this agreement.

2. The contractual partners shall be obligated

- to treat CONFIDENTIAL INFORMATION as confidential
- to use CONFIDENTIAL INFORMATION solely for the supervision of the thesis
- to not disclose the CONFIDENTIAL INFORMATION to a THIRD PARTY or to make it accessible to a THIRD PARTY in any other form
- to take all reasonable precautions on order to prevent a THIRD PARTY from getting access

3. The confidentiality obligation according to subsection 2 does not apply to CONFIDENTIAL INFORMATION, which

- is verifiably available to becomes available through no fault of the receiving contractual partner or
- has verifiably already been available to the receiving contractual partner prior to its disclosure or
- the receiving contractual partner has verifiably obtained from the THIRD PARTY authorized to disclose the confidential information or
- have been/are being verifiable developed by the receiving contractual partner irrespective of the confidential information

The confidentiality obligation according to subsection 2 does not apply if the receiving contractual partner is obligated to disclose the information due to legal provisions or an administrative or court order. In this context, we would like to point that there is a possibility that the examination candidate will seek a judicial review of the grading of the thesis with the result that the thesis is to be sent to the court as part of the administrative process.

4. All CONFIDENTIAL INFORMATION shall remain the property of the disclosing contract partner. The receiving contractual partner shall be granted rights to confidential information expect for subsection 6 rights that go beyond the right to use such within the scope of the supervision of the thesis, especially no usage rights or exploitation rights.

5. Upon request, the contractual partners shall return the received CONFIDENTIAL INFORMATION after termination of this agreement and destroy any copies.

6. After the termination of this agreement, the company will grant the Deggendorf Institute of Technology non-exclusive, non-transferable, free, unlimited and unrestricted usage rights for re-search and teaching purposes to the results of the thesis as well as the resulting property rights as long as the company has those rights, if the author of the thesis has signed a corresponding agreement.

7. In case the Deggendorf Institute of Technology plans to publish information related to the thesis during the term of this agreement, the publication shall require the prior consent of the company. The company shall not deny its consent without providing an important reason. If the company does not object to a submitted publication within four weeks after submission of the published test, the permission is considered to be granted.

8. The agreement comes into effect with signature of both contractual partners. The obligations arising from this agreement end, with the exception of subsection 6, two years after the legal validity.

9. The law of Federal Republic of Germany applies to this agreement. The exclusive jurisdiction for all disputes arising from and in connection with this agreement is Deggendorf.

10. Any changes and amendments to this agreement require the written form. The written form can only be waived when made in writing.

11. Should a provision of this agreement be or become invalid, then this shall not affect the remaining provisions.

Place, Date

Place, Date

Signature of supervisor

Signature Company