**Non-disclosure Agreement**

This Non-disclosure Agreement is made between Ulm University, represented by its Chief Financial Officer,Helmholtzstraße 16**,** 89081 Ulm – **UULM** – and (…) – **COMPANY**. UULM and the COMPANY shall also be jointly referred to as the CONTRACTING PARTIES.

1. **Purpose**

UULM attaches great importance to upholding the principles of good scientific practice and to maintaining scientific independence and responsibility. Part of these guiding values is also to ensure a high standard of education. UULM promotes contact with industry and also supports the desire of students to complete their academic qualification projects in close contact with and under the additional supervision of a business enterprise.

The COMPANYhas an interest in participating in the scientific education of the students. It offers qualified students the opportunity to work on topics inspired by company practice within the framework of external supervision of the qualification thesis and at the same time to gain a practical insight into the work processes of the COMPANY.

Ms/Mr (*family name, first name, address*) - **STUDENT** - intends to write a final thesis with the (working) title (*title*) - **QUALIFICATION** **THESIS**- in the study programme (*study programme*).

This Agreement is concluded in order to meet the above interests and relates exclusively to cooperation in the completion and supervision of the QUALIFICATION THESIS.

1. **Non-disclosure**
   1. For the purposes of this Agreement, CONFIDENTIAL INFORMATION means any information and data, whether oral or written, such as technical or business data, documents or knowledge, and possibly samples, which the CONTRACTING PARTIES exchange or of which they may become aware in connection with the completion, supervision and evaluation of the QUALIFICATION THESIS; provided that, where such information is in writing, otherwise made tangible or transmitted electronically, it shall be marked as confidential or similarly or, where communicated orally, it shall be designated as confidential or similarly at the time of communication.
   2. The contents of the submitted QUALIFICATION THESIS are only CONFIDENTIAL INFORMATION if the STUDENT attaches a non-disclosure clause to the QUALIFICATION THESIS.
   3. In the course of the completion, supervision and evaluation of the QUALIFICATION THESIS, CONFIDENTIAL INFORMATION of the CONTRACTING PARTIES may be disclosed. Each CONTRACTING PARTY is obliged to treat this information as strictly confidential and not to make it available to third parties. No third parties are employees of the CONTRACTING PARTY and persons who require this information for the purpose of supervising and evaluating the QUALIFICATION THESIS and for the proper conduct of the examination procedure. The proper conduct of the examination includes all stages of the procedure, including legal recourse against decisions related to the examination.
   4. These obligations do not apply if the Non-disclosure Agreement is in conflict with the relevant examination regulations or the information
2. was already legally known to the receiving CONTRACTING PARTY prior to its transfer without any obligation to secrecy, or
3. is or becomes generally known without the receiving CONTRACTING PARTY being responsible for this, or
4. is communicated or transferred to the receiving CONTRACTUAL PARTNER by a third party, provided that the third party - to the knowledge of the receiving CONTRACTUAL PARTNER - does not breach its own secrecy obligations when providing the information, or
5. has been or is being developed by the receiving CONTRACTING PARTY independently of the transfer, or
6. has been released for publication in writing by the transferring CONTRACTING PARTY, or
7. must be disclosed by law or by official/judicial order.

The CONTRACTING PARTIES who invokes the existence of an exception must prove the existence of its conditions.

1. **Restricted use of CONFIDENTIAL INFORMATION**
   1. The CONTRACTING PARTIES agree that the CONFIDENTIAL INFORMATION shall remain the property of the partner disclosing the information.
   2. The CONTRACTING PARTIES undertake to use the CONFIDENTIAL INFORMATION received exclusively for the purpose of completing, supervising and evaluating the QUALIFICATION THESIS and to refrain from any use beyond this, in particular not to exploit the CONFIDENTIAL INFORMATION either directly or indirectly.
2. **Exclusion of rights**

4.1. Licenses, rights of use or other rights of any kind (in particular rights to a name, trademark rights, as well as rights to patents and utility models and other industrial property rights including know-how) are not granted by this Agreement, nor does it give rise to a corresponding obligation to grant such rights.

4.2. The receiving CONTRACTUAL PARTY is not entitled to apply for patents or other statutory property rights using the CONFIDENTIAL INFORMATION. Any patents or other statutory property rights that may nevertheless have been applied for and granted must, on request, be transferred to the disclosing CONTRACTUAL PARTY free of charge. The disclosure of CONFIDENTIAL INFORMATION does not constitute a right of prior use for the receiving CONTRACTUAL PARTNER.

1. **Return**

The disclosing CONTRACTUAL PARTY may, within ninety days of the termination of this Agreement, request in writing that CONFIDENTIAL INFORMATION in tangible and/or electronic form and all copies be returned or destroyed at the option of the receiving CONTRACTUAL PARTY. The receiving CONTRACTUAL PARTY shall either return the CONFIDENTIAL INFORMATION to the disclosing CONTRACTUAL PARTY within fourteen days of receipt of the request or confirm in writing that it has destroyed it. Excepted from this are the QUALIFICATION THESIS and a copy of the CONFIDENTIAL INFORMATION for the purpose of documenting compliance with this Agreement.

1. **Duration**

6.1. This Agreement shall enter into force on the date of the last signature. It ends with the completion of the QUALIFICATION THESIS.

6.2. The completion of the QUALIFICATION THESIS is defined by the relevant examination regulations. As a rule, the examination is deemed to be completed on the date of taking the corresponding oral examination.

6.3. However, the obligations arising from this Agreement with regard to non-disclosure and restricted use of the CONFIDENTIAL INFORMATION received up to the end of the term of the Agreement shall remain in force for a period of two years after the completion of the QUALIFICATION THESIS.

1. **Miscellaneous**
   1. Should any provision of this agreement be or become invalid, this shall not affect the validity of the remaining provisions or the agreement as a whole. The provision shall be replaced retroactively by a provision which is legally permissible and comes closest to the original provision in its content. The same applies in the event of any gaps in the Agreement.
   2. Amendments and supplements to this Agreement must be made in writing; the written form requirement can only be waived in writing. All previous agreements between the CONTRACTUAL PARTIES concerning the subject matter of the Agreement shall be replaced by this Agreement; there are no verbal collateral agreements.
   3. The CONTRACTUAL PARTIES shall attempt to settle any possible differences of opinion amicably. For the rest, Ulm is agreed as the place of jurisdiction and German law applies to the exclusion of conflict of laws.

Ulm, (*place*), (*date*)

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Dieter Kaufmann, CFO of UULM <*Family name, first name*>

<Authorized representative of the COMPANY>

Approved by:

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Prof. Dr. (*…*)

Supervisor of the qualification thesis,

authorised examiner of UULM