

This translation of the German “Geheimhaltungsvereinbarung” by Hochschule Offenburg is for information purposes only; the German original remains the only legally binding text.

NON-DISCLOSURE AGREEMENT

by and between

1. [Name of Company, address]
– hereinafter referred to as “Company”

and

2. Offenburg University of Applied Sciences [address],
For the Department of [name of department/institute]
Supervisor: [name of supervisor]

– hereinafter referred to as “University” –

and

3. [Name of student] hereinafter referred to as “Student”

Preamble

Professor [Name] at Offenburg University of Applied Sciences supervises the
Master’s/Bachelor’s thesis¹ of Mr./Ms. [name] on the subject of

“[Title],”

which may contain confidential information of the Company; at the same time, confidential information of the University may become available to the Company while hosting the student. Mr./Ms. [student’s name] hereby expressly declares his/her wish to produce the said thesis under the conditions stated below. He/She has been made aware that he/she could have been assigned a different topic which would not be subject to these conditions.

Against this background the Contracting Parties agree to the following:

¹ Hereafter referred to as *thesis* for better readability

§ 1 – Confidential information

As used in this Agreement, “confidential information” means any and all technical or non-technical information² provided by one Contracting Party, including its employees, to the other (the “Receiving Party,” including its employees) within the framework of this contract, regardless of the means of providing the information. It does not, however, include information which verifiably

1. is or becomes generally available without breach of this contract, and/or
2. was already known to the Receiving Party before the disclosure, and/or
3. was provided to the Receiving Party by a third party authorized to disclose the information, and/or
4. has been or is developed by the Receiving Party independent of confidential information.

§ 2 – Confidentiality

- (1) The Contracting Parties are obliged to use confidential information only in connection with supervising/producing the thesis, and to make it available only to the extent that is necessary for the proper execution and assessment of the thesis. The proper execution and assessment includes all procedural steps of the thesis project, accompanying examinations, and appeals against examination decisions; the respective examination regulations and other relevant statutory provisions prevail.
- (2) To fulfill their obligations stated in para. (1), the Contracting Parties (1) and (2) in accordance with their respective powers instruct their employees to act accordingly. In particular, persons involved in the examination procedures are obliged by the University to maintain confidentiality and are to be made aware of this contract.
- (3) If confidential information is disclosed in the context of the foregoing, the other Contracting Parties are to be informed in writing.

§ 3 – Intellectual property

Intellectual-property rights remain unaffected by the disclosure of confidential information according to § 2 para. 3. The Receiving Party is not entitled to any rights to the confidential information, notably rights of use and patent rights, beyond the right of use granted in connection with producing/supervising the thesis, with the exception of § 6.

§ 4 – Return after termination of the contract

After termination of the contract, the Contracting Parties return the received confidential information upon request and destroy copies. § 2 para. 2 sent. 1 applies accordingly.

§ 5 – Right of use of the thesis findings

The Company and the Student hereby grant the University the non-exclusive, non-transferable, free-of-charge, temporally and geographically unlimited, right to the thesis findings for research and teaching purposes, as well as to the resulting property rights, within the scope of their respective access rights.

² An exemplary list may be inserted here at the Contracting Parties’ request.

§ 6 – Publications, restriction notice

- (1) Should the University or a university employee or examination officer plan a publication related to the thesis during the term of the confidentiality obligation, this requires the Company's prior approval. The Company may not withhold such approval without good reason. If the Company does not object to the publication within four weeks of receiving the publication text, the approval is considered granted.
- (2) If final theses are made accessible publicly or university-wide, the University is obliged to ensure confidentiality in an appropriate manner. In particular, it may require the thesis to be divided into an internal and a public part, with the internal part being exempted from access by a restriction notice (*Sperrvermerk*).
- (3) The non-disclosure of the thesis in its entirety is excluded. On the Student's request, the Contracting Parties will seek an amicable solution as to identifying those thesis findings which the Student is free to use within the scope of their rights and obligations. Such an arrangement may not be withheld without good reason.

§ 7 – Effective date and duration

This agreement becomes effective upon signature of the Contracting Parties. With the exception of § 5, the obligations of the agreement remain in effect until:

1. two years after the examination decisions have become incontestable, or
2. one year after the examination decisions have become incontestable if confidential information is contained in the thesis findings that are eligible for protection.

§ 8 – Applicable law, jurisdiction

This agreement is subject to the law of the Federal Republic of Germany. The exclusive place of jurisdiction for all claims arising from or in connection with this agreement is Offenburg, Germany.

§ 9 – Form, side agreements, modifications, amendments

Additional oral agreements are non-binding. Any modifications or amendments must be in writing.

§ 10 – Severability

Should any provision of this agreement be or become invalid, the validity of the remaining provisions remains unaffected. The Contracting Parties obligate themselves to replace invalid provisions and to close any potential gaps by further provisions. In case no agreement can be reached in this context, such provision will be considered to have been agreed on that the Contracting Parties as fair contract partners, in reasonable consideration of their interests and in good faith would have agreed on, and that comes as close as possible to the original intent of the contract.

[Place, date]

[Place, date]

University Signature
[Authorized Thesis Supervisor
on behalf of University Rector]

Company Signature

[Place, date]

[Student Signature]