

Disclaimer

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Only the **German version** is legally binding.

Confidentiality Agreement

regarding the following project ☐ Bachelor thesis ☐ Master thesis ☐ Practical

report Topic:

degree programme:

.....

faculty:

Between

Brandenburg University of Applied Sciences
Magdeburger Straße 50
14770 Brandenburg an der Havel

(hereinafter referred to as Brandenburg University of Applied Sciences)

Represented by the President, Prof. Dr. Andreas Wilms, and

Company name:

Address:

.....

(hereinafter referred to as Company _____)

represented by the managing director(s): Mr/Ms _____

§ 1 Definitions

- (1) The subject matter of confidentiality includes all confidential information in the above-mentioned project.
- (2) Confidential information is all information that
 1. has been expressly designated as confidential in writing by the contractual partner or
 2. are protected trade and business secrets pursuant to Section 3b of the German Administrative Procedure Act (VwVfG) or
 3. are subject to banking secrecy or data protection or another statutory confidentiality obligation.

Section 2 Basic obligation

- (1) The contracting parties mutually undertake to treat as confidential all information, in particular data, drawings, drafts, sketches, plans, descriptions, specifications, measurement results, calculations, experience, processes, samples, knowledge and processes, including secret know-how and other unpublished applications for industrial property rights, which are made available to them by the other contracting party in connection with the project during the term of this agreement or which they receive from other contracting parties, and to use them only for purposes within the scope of the project.
- (2) They further agree not to make this information available to third parties, to protect it from access by third parties and to only pass it on (including copying) to employees who are obliged to maintain confidentiality to the extent agreed here, unless otherwise agreed in writing between the contracting parties.
- (3) No third parties are members of the responsible examination board, the person responsible for processing the project or the responsible supervisor of the project, nor are any other persons, unless they require this information for the purpose of supervising and evaluating the project and for the proper conduct of the examination procedure, or unless disclosure is necessary for the proper conduct of the examination procedure and a plagiarism check. The relevant examination regulations and statutory provisions shall apply. It is hereby clarified that this agreement does not conflict with the examination and higher education obligations of the student and Brandenburg University of Applied Sciences. The proper conduct of the examination includes all steps of the procedure, including legal recourse against examination decisions.
- (4) There is no employment or service relationship between Brandenburg University of Applied Sciences and the student, but rather an examination law relationship. Brandenburg University of Applied Sciences is therefore not authorised to oblige the student to maintain confidentiality. Brandenburg University of Applied Sciences accepts no liability for students fulfilling confidentiality obligations agreed bilaterally with the company.

§ 3 Scope of liability

The contracting parties shall treat the information confidentially with the same care that they apply to their own confidential information. Liability for breaches of the confidentiality obligation and for any consequential damages shall be limited to the foreseeable damage. Liability claims can only be asserted in cases of gross negligence or intent.

§ 4 Property rights

In the event that any results subject to property rights are disclosed, the contracting parties reserve all rights with regard to any subsequent property rights. By entering into this agreement, the contracting parties do not grant each other any rights, in particular property rights, licence rights, reproduction rights, rights of use or other industrial property rights or options to the disclosed information.

§ 5 Limits of confidentiality

Confidentiality does not apply to

1. the subject of the work, the "general part" and a brief summary;
2. the content of the student's oral report on the practical semester or the final thesis (if these parts are subject to confidentiality, the work cannot be accepted);
3. information that was already known before this contract came into effect;
4. information that has been lawfully obtained from third parties without confidentiality restrictions;
5. Information that is generally known or becomes generally known without breach of the obligations contained in this contract;
6. Information that the contracting parties have developed as part of their own independent developments;
7. Information that is subject to a legal obligation to disclose.

In the event of a confidentiality obligation under 1 and/or 2, acceptance of the work is excluded.

§ 6 Retention

There is no obligation to lock the work in a safe in paper form.

§ 7 Period

This agreement shall enter into force on _____ (usually the start of the work) and shall remain in force until _____ (usually the end of the work), whereby the confidentiality obligations with regard to information that became accessible during the term shall continue for two years after the end of the term.

§ 8 Provisions for disagreements

- (1) The contract is based on mutual trust. The contracting parties shall endeavour to resolve any differences of opinion amicably.
- (2) All disputes arising in connection with this agreement or its validity shall be settled by one or more arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce, to the exclusion of the ordinary courts of law. The chairperson of the arbitral tribunal must be qualified to hold judicial office.

- (3) The place of arbitration shall be Brandenburg an der Havel. The language of the proceedings shall be German. The law of the Federal Republic of Germany shall apply exclusively.

§ 9 Entry into force, duration, written form

- (1) This agreement and the obligation to maintain confidentiality shall apply from the start of the project and until two years after its completion.
- (2) No ancillary agreements have been made. Amendments or additions to this contract must be made in writing. This also applies to any amendment to this written form clause.

§ 10 Severability

- (1) Should any provision of this contract be wholly or partially invalid or lose its legal validity at a later date, this shall not affect the validity of the remaining provisions.
- (2) The invalid provision shall be replaced by an appropriate provision that is legally permissible and comes as close as possible to the original provision in terms of both meaning and economic purpose.

In connection with work carried out by students of Brandenburg University of Applied Sciences, only this form may be used for confidentiality agreements. Amendments are not permitted.

Brandenburg an der Havel, _____

Prof. Dr. Andreas Wilms

President of Brandenburg University of Applied Sciences

Managing Director of the company

Acknowledged and agreed

Date,

Signature of supervising professor

Restriction notice

This document contains confidential information.

It may not be reproduced or made available to the public in any other way.

Inspection is permitted within _____ years (in accordance with the confidentiality obligation!)
from completion and is permitted exclusively for examination purposes.

Brandenburg University of Applied Sciences
Magdeburger Straße 50
14770 Brandenburg an der Havel

COURTESY TRANSLATION