**Confidentiality Agreement**

Between

[Company X], having its registered offices located at [address], duly represented by [name], [function], hereinafter referred to as “ **[X]** ”,

and

[name student], having his / her address at [address], student at Universiteit Hasselt, faculty of Engineering Technology, hereinafter referred to as “**Student**”.

and

Universiteit Hasselt, acting within the framework of the joint programme of Industrial Sciences and Technology of the Universiteit Hasselt and the KU Leuven, having its registered offices at Martelarenlaan 42, 3500 Hasselt, hereinafter referred to as “**UHasselt**”.

[X], Student and UHasselt hereinafter respectively referred to, individually as “Party” and collectively as “Parties”.

Witnessed:

Whereas [X] has extensive expertise in [domain] and owns or controls certain proprietary information relating to [description]. [X] considers this information to be Confidential Information.

Whereas Student is interested to obtain the Confidential Information from [X] to be used for an assignment in the framework of his study program at UHasselt, hereinafter called the “Purpose”. The assignment is part of the course unit: [name course unit].

Whereas the master thesis research is supervised by [name](“Supervisor(s)”), [both] professor(s) at UHasselt. The Supervisor(s) will need access to the Confidential Information.

Whereas the Purpose is supervised by [name / names] ("UHasselt supervisor(s)"), member of the teaching staff at UHasselt. The UHasselt supervisor(s) need access to the Confidential Information in the context of adequate supervision of the Purpose;

Whereas [X] is willing to disclose its Confidential Information to Student and UHasselt for the Purpose.

Therefore, in consideration of the above recitals, all Parties agree on the following:

1. As used in this agreement, “Confidential Information” refers to all information of [X] (the “Disclosing Party”), to which the obligations of Student (the “Recipient”) under this Agreement shall apply.
2. If [X] discloses Confidential Information to the Recipient during the course of the research, [X] will identify the information as “Confidential” or “Proprietary.” If the information is given orally, then within 30 days [X] will summarize the information in writing and designate it as confidential or proprietary.
3. The Recipient shall use Confidential Information only to the extent necessary to the Purpose, and shall not use or exploit Confidential Information for his / her own benefit or of another Party without the prior written consent of the Disclosing Party. The Recipient shall treat the Confidential Information of the Disclosing Party with the utmost confidentiality and shall take at least the same precautionary and security measures to safeguard the Confidential Information as it takes to protect its own Confidential Information. If the Confidential Information also contains personal data, the Recipient must always comply with the General Data Protection Regulation (EU 2016/679) and seek the advice of the UHasselt internal privacy council (intern privacycollege) with every processing. Recipient shall notify the Disclosing Party promptly of its knowledge of any unauthorized use or disclosure of Confidential Information. The Recipient is allowed to disclose the Confidential Information to his /her Supervisors for the Purpose as well as to use the Confidential Information of [X] in a publication for the Purpose, provided that the Confidential Information is published in an encrypted, coded or anonymous form.

If the Purpose concerns a master's thesis, [X] recognizes the fundamental right and the obligation of the Student to defend his / her master's thesis for a jury and to publish the thesis. [X] may request additional measures to the UHasselt supervisors(s) in the context of the protection of Confidential Information such as a defense behind closed-doors or the temporary embargo on the publication of the master's thesis in UHasselt's library.

1. This Agreement shall commence on [date] hereafter “the Effective Date” and, unless earlier terminated in accordance with Article 8, shall continue in full force and effect for a period of twelve (12) months from the Effective Date. For a period of five (5) years from the Effective Date the Recipient shall maintain such Confidential Information as strictly confidential and shall not disclose it to any third person or utilize it for its own benefit or the benefit of any third person. It shall be understood, however, that such obligations of confidentiality and nondisclosure shall not apply to disclosed Confidential Information which is now, or later becomes:

a. publicly available through no fault of the Recipient;

b. rightfully learned by the Recipient from a third party who is not under any requirement not to disclose the information;

c. independently developed by Student or UHasselt without using the Confidential Information, and can be proven by written records; or

d. information that was known by Student or UHasselt before the date it received the Confidential Information from [X];

e. information is published in a coded way or anonymous;

f. is approved for release by prior written authorization of [X].

1. The Recipient agrees that the Disclosing Party is and shall remain the exclusive owner of all Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this agreement. Notwithstanding the above, the Student shall own the results from the Purpose, being the Master Thesis (the “Results”).
2. The Confidential Information is provided “as is”. The Disclosing Party makes no warranty, express or implied, regarding the accuracy or completeness of the Confidential Information.
3. This agreement may be terminated by either Party by written notice to the other at any time. Termination of this agreement shall not affect the Recipient’s obligations hereunder with respect to Confidential Information that has been disclosed or delivered prior to termination.
4. Upon termination of this agreement pursuant to Article 8, or at the request of the Disclosing Party, the Recipient shall promptly destroy or return to the Disclosing Party all documents, samples, and files constituting Confidential Information, as well as any and all copies and reproductions thereof, except that one copy of the Confidential Information can be retained by Recipient for the sole purpose of verifying its obligations under this agreement.
5. Nothing in this agreement shall be construed as establishing any other business relationship or as representing any commitment by either party to enter into further agreements by implication or otherwise. In the event that the parties mutually desire to proceed with a business arrangement, the parties agree to first enter into a separate business agreement setting forth the rights and obligations of the parties with respect to such arrangement.
6. This agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof. Any amendments to this agreement must be in writing and executed by authorized officials of the parties hereto.
7. This agreement shall be construed in accordance with the laws of the Belgium and the parties hereby submit to the exclusive jurisdiction of the court of Hasselt in case of disputes, controversies or claims arising out of or in connection with this Agreement that cannot be settled amicably between the Parties.

The present agreement is made and signed in three copies in Hasselt, each Party (student, UHasselt and [X]) acknowledging receipt of one copy.

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| **Student**  name  date:  signature | **[X]**  name and function  date:  signature |
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| **UHasselt**  Prof. dr. Ronald Thoelen  Dean of the Faculty of Engineering Technology  date:  signature | **UHasselt supervisor**  [Name UHasselt supervisor]  [Function UHasselt supervisor]  date:  signature |