Non-Disclosure Agreement regarding thesis projects*
in the degree programme in Computational Science and Engineering (CSE)

Related to the following project ☐ **bachelor's thesis** ☐ **master's thesis**

Topic:

Name of the student:

Student ID number:

Name and address of the company:

(hereinafter referred to as the 'Contracting Party')

Ulm University of Applied Sciences and Ulm University, represented by the chair of the Joint CSE Commission, as well as those appointed to supervise and assess the aforementioned thesis

1. (as First Reviewer),
2. (where applicable, as Second Reviewer),
3. (where applicable, as Third Reviewer),

(hereinafter collectively referred to as the 'Examination Officers') undertake towards the Contracting Party to treat as confidential all company- or business-internal information, in particular technical and commercial information, as well as intentions, experiences, findings, designs and documents which are made available to them by the Contracting Party during the term of this Non-Disclosure Agreement in connection with the supervision and assessment of the thesis, or which they receive from the Contracting Party, to treat such information as confidential, not to disclose it to third parties, to protect it from access by third parties and to use it solely for purposes within the scope of the project, unless otherwise agreed in writing between the contracting parties.

This explicitly does not apply to information set out in writing in the thesis document and in the summary, unless part of the document has been designated as a 'confidential section' and a separate Embargo Agreement for the Thesis has been concluded between the Ulm University of Applied Sciences, Ulm University, the Examination Officers and the Contracting Party.

This confidentiality does not apply to information

1. which was already known to the Examination Officers prior to the entry into force of this Non-Disclosure Agreement,

2. which the Examination Officers lawfully receive from third parties without being subject to a confidentiality obligation,
3. which is in the public domain or becomes public knowledge without breaching the obligations set out in this Non-Disclosure Agreement,
4. which the Examination Officers have developed as part of their own independent work.

The topic and the abstract are not subject to confidentiality; otherwise, approval/acceptance of the thesis will not be possible.

This Non-Disclosure Agreement shall come into force on (usually the start of the thesis) and shall remain in force until (usually the completion of the thesis), whereby the confidentiality obligations regarding information accessed during the term of the Non-Disclosure Agreement shall continue for up to three years after the end of the term of this Non-Disclosure Agreement.

Claims for damages by the Contracting Party against Ulm University of Applied Sciences, Ulm University and the Examination Officers on the grounds of breaches of this Non-Disclosure Agreement may only be asserted if they can prove gross negligence or wilful misconduct on the part of the Contracting Party. There is no requirement to store documents in a safe.

The law of the Federal Republic of Germany shall apply exclusively.

Any disputes arising in connection with this Non-Disclosure Agreement or concerning its validity shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules, to the exclusion of ordinary legal proceedings. The chair of the arbitral tribunal must be qualified to hold judicial office. The place of arbitration shall be Ulm. The language of the proceedings shall be German.

……, this

Ulm, this

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Contracting Party

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Chair of the Joint CSE Commission

Ulm, this

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First Reviewer

Ulm, this

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If appl., Second Reviewer

Ulm, this

_____

If appl., Third Reviewer

Only this form may be used for confidentiality agreements relating to thesis projects undertaken by students on the CSE degree programme at Ulm University of Applied Sciences and Ulm University. No amendments or additions are permitted.