Non-disclosure agreement\*

between

**Partner description**

Street

00000 place

Represented by the Managing Director, Mr./Mrs. name

and

**Chemnitz University of Technology**

Straße der Nationen 62

09111 Chemnitz

Represented by the Rector, Prof. Dr. Gerd Strohmeier

**for the professorship professorship title**

Street

09111 Chemnitz

Represented by the Professorship holder, Prof. Dr. name

- hereinafter individually or jointly „Party/ies“ –

**Preamble**

The purpose of this agreement is to protect confidential information exchanged between the parties in connection with the dissertation of Mr./Mrs. name (“dissertation title”).

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\* For reasons of better readability, the generic masculine is generally used in the following. All references to persons apply to persons with any gender identity.

**§ 1**

**Definitions**

1. **Receiving Party:** Party that receiving information from another Party.
2. **Transmitting Party:** Party that provides information to another Party.
3. **Information**: Data and documents, in particular documents, processes, formulas, drafts, drawings, designs, know-how, software, technology, trade secrets and inventions, prototypes and tools, quality management, marketing, financial or business data.
4. **Group company:** Any company in which one Party is able, directly or indirectly, to exercise more than 50% of the voting rights or to exercise de facto control and/or authority to issue instructions over management.
5. **Affiliated company:** Company within the meaning of § 15 of the German Stock Corporation Act (AktG).

**§ 2**

**Confidentiality**

1. The Parties make this agreement subject to the application / observance the relevant provisions of the doctoral regulations applicable to Mr./Mrs. name and § 40 of Saxon Higher Education Autonomy Act (SächsHSFG).
2. The Parties mutually undertake to treat as confidential all information made available to them during the term of this agreement by the other Party in connection with the purpose or which they receive from the other Party, not to make such information available to third Parties and to use it only for purposes within the scope of this agreement, provided that such information is clearly marked as confidential or its confidentiality is demonstrably indicated and fulfils the requirements of the law for the protection of business secrets of the Federal Republic of Germany dated 18 April 2019 in the currently valid version.
3. The Parties shall exercise the same care in keeping the information confidential as they exercise in keeping their own confidential information.
4. The Parties shall make the information available only to their own employees who need it for the purpose. The Parties undertake to ensure that their employees treat the information in confidence in accordance with this agreement.
5. The Parties are entitled to disclose information of the other Parties to Group companies or Affiliated companies in accordance with this Agreement to the extent necessary for the purposes of the cooperation. In doing so, the Group companies and the Affiliated companies shall be bound to confidentiality in accordance with this agreement.
6. If product or material samples are exchanged between the Parties in the course of the discussions, the Receiving Party undertakes not - insofar as this is not part of the subject matter of the contract agreed between the Parties - to analyse or disassemble such samples or hardware in order to examine their nature, production method or design.

**§ 3**

**No transfer or assignment of rights**

1. The information and all rights connected with it remain the property of the Transmitting Party.
2. Nothing in this agreement shall grant any rights in the information or the rights contained therein to the Receiving Party by the Transmitting Party. In particular, this agreement does not grant the Transmitting Party any rights of use. In the event that any results capable of being protected by intellectual property rights are communicated, the Transmitting Party reserves all rights with regard to any later intellectual property rights.
3. Neither Party is entitled to assign rights or obligations under this agreement to third Parties.

**§ 4**

**Exceptions to confidentiality**

The confidentiality obligations of this Agreement shall not apply to the Receiving Party with respect to information,

1. are generally known through publications or the like, or
2. become common property through no fault of the Receiving Party, or
3. have been made available to one Party by a third Party without an obligation of confidentiality, or
4. were already known to the Receiving Party before notification by another Party, or
5. are the result of work carried out by employees of the Receiving Party without such employees having had access to the information, or
6. may be disclosed or made public with the written consent of the Transmitting Party, or
7. must be issued by the Receiving Party pursuant to an obligation imposed by a state court or authority. The obligated Party shall immediately inform the other Party of the request for surrender, to the extent legally and factually possible.

The burden of proof for the existence of the aforementioned exceptions lies with the respective Receiving Party.

**§ 5**

**Return or destruction of information**

1. Upon termination of this agreement and upon written request by the Transmitting Party, the Receiving Party shall return or destroy the information received.
2. The obligation to return or destroy shall not apply to information or copies of such information which must be retained under applicable law or which have been made as routine back-up copies of electronic data traffic. Such information or copies thereof shall remain confidential.

**§ 6**

**Duration**

1. This agreement shall enter into force upon signature by all Parties. It shall expire five (5) years after its entry into force. Tacit renewal of this agreement shall be excluded.
2. The confidentiality obligations regarding the information contained in the dissertation end with the submission of the dissertation. The Parties are aware that the dissertation has to be published. The confidentiality obligations regarding the information which go beyond the information contained in the dissertation and that must be made the subject of the defense end with the conduct of the defense.
3. The confidentiality obligations shall remain in force for all further information transmitted or received during the term of this agreement until three (3) years after the end of the term or other termination of this agreement.

**§ 7**

**No obligation to cooperate and no exclusivity**

1. The Parties make it clear, as a precautionary measure that this agreement does not create any obligation whatsoever to cooperate. This agreement does not give rise to any entitlement to commissions, conclude contracts, submit or accept offers or other forms of cooperation.
2. The Parties are and shall remain entitled at all times to cooperate with third Parties in the subject area of the discussions, in compliance with the obligations under this agreement.

**§ 8**

**No warranty or liability**

A guarantee or liability regarding the suitability of the information for specific purposes, accuracy, freedom from errors or freedom from the property rights of third Parties is - as far as legally permissible - excluded.

**§ 9**

**Final provisions**

1. This agreement replaces all agreements made orally or in writing between the Parties prior to its signature with regard to confidentiality within the scope of the purpose of this agreement.
2. All changes and amendments to this agreement as well as its cancellation are only legally effective if they are agreed in writing. This also applies to the written form requirement itself.
3. The agreement is based on mutual trust. Any differences of opinion arising from this agreement, including those which only arise after its termination, shall be settled amicably between the Parties. If this does not succeed, the Parties are free to seek judicial assistance. Place of jurisdiction for both Parties is Chemnitz, Germany, as far as legally permissible.
4. Even after termination of this agreement, the provisions of this agreement shall continue to apply to the extent that this results from the content of the respective provision.
5. The Parties will comply with all requirements of the applicable national and international customs and foreign trade law.
6. This agreement shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict of laws provisions of international private law and the UN Convention on Contracts for the International Sale of Goods.
7. Should any provision of this agreement be or become invalid, this shall not affect the validity of the remaining provisions of this agreement. The provision shall rather 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 case of a regulatory gap in this agreement.

**Partner description**

Place, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

**Chemnitz University of Technology**

Chemnitz, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Prof. Dr. Gerd Strohmeier

Chemnitz, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Prof. Dr. name