# Confidentiality Agreement

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| concluded by and between  **……………………………..** | |
| Seat of the company: |  |
| Registry Number: |  |
| Tax number: |  |
| Represented by: |  |
| (hereinafter: **Company**), | |
| and   |  |  |  | | --- | --- | --- | | **the University of Debrecen** | | | | Seat of the University: | 4032 Debrecen, Egyetem tér 1. | | Institutional ID:  Tax number: | FI 17198  19308667-4-09 | | Represented by: | Dr Zoltán Szilvássy, Rector, in point of the present Agreement: Dr Géza Husi, Dean, (Faculty of Engineering), in accordance with and empowered by document no. RH/672/2020. |   (hereinafter: **University**)  jointly Parties (hereinafter: **Parties**)  on the date and at the place indicated below, subject to the following deadlines and conditions. | |

1. **Recitals**
   1. …………………… (hereinafter: Student) as the participant of the Engineering Management Master’s programme at the Faculty of Engineering of the University gets hold of and records such confidential information and data in his/her thesis (entitled………………………………………………………………………………………………….., hereinafter: Thesis) that the confidential handling of which (hereinafter: classification) is justified in order to protect the Company's business interests.
2. **The objective of the Agreement**
   1. By signing the present Agreement, the University acknowledges that any personal, technical, IT, business, and other information from the Company (hereinafter collectively referred to as: information) contained in the thesis is of a confidential nature and makes up the intellectual property of the Company. By signing the present Agreement, the Parties acknowledge and declare that the completed Thesis and its appendices are subject to the present Confidentiality Agreement.
3. **The Parties’ obligations**
   1. With regard to the provisions of Section 2.1, the University shall handle the Thesis in accordance with the rules of confidentiality and the provisions of the Rules and Regulations (hereinafter: Regulations). The University undertakes to handle the Thesis as a trade secret and not to disclose it to any third party or make it available in any way during the term of the Contract without the prior written consent of the Company.
   2. The Parties specify that by signing this Agreement, the University authorizes the classification of the Thesis in accordance with the Regulations.
   3. The Company declares that it has read and understood the University's rules of procedure for the handling of classified work included in the Regulations, and accepts the provisions contained therein in relation to the application of the present Agreement. The Regulations are available at the following link: <https://edu.unideb.hu/p/rules-and-regulations>
   4. The University agrees to protect the classified Thesis using the procedures set out in the Regulations. An exception to the obligation of confidentiality provided in point 3.1 is the process of thesis defense, where the members of the evaluation committee, after signing a confidentiality agreement, are informed of the contents of the thesis.
   5. The University undertakes to ensure that only those of its employees have access to the contents of the Thesis for whom it is absolutely necessary in order to handle the Thesis properly within the institution. The University shall ensure that the obligation of confidentiality extends to the employees of the University.
   6. The Parties agree that the following data in relation to the confidential Thesis are public, i.e. not subject to the present Agreement, in accordance with the rules set out in the Regulations:

a) the title of the Thesis, the names of the author and the supervisor, and the date of the defense

b) the fact of classification and the expected expiry date of the classification period.

* 1. The Parties agree that the term of the present Agreement shall be for a period of 5 years from the date of signature. Accordingly, the University's obligation of confidentiality in respect of the Thesis shall cease after five years, and the Company agrees that the Thesis may be disclosed to the public after this period.
  2. The Parties specify that pursuant to Section 2:47 of the Civil Code, trade secrets are protected by law even if they are not protected by special copyright, patent, utility model or other legal protection for intellectual property rights as defined by law.
  3. The Parties specify that the obligation of confidentiality under the present Agreement shall not be enforceable in public administration (especially tax) and judicial proceedings, or in cases where the law requires that the information be disclosed to the person designated by law (e.g. disclosure of data of public interest). Thus, the Parties shall mutually exempt each other from the obligation of confidentiality prior to such cases, on condition that the Parties shall inform each other in advance of the legal obligation and of the fact and extent of the proceedings and the information to be disclosed in the course of the proceedings.
  4. No obligation of confidentiality may be imposed on the following categories of information:

(i) information disclosed not due to the fault or breach of contract of the University,

(ii) information which, without the knowledge of the Company, was already in the public domain or available to anyone at the time of the handover,

(iii) information which has been made public by a person for whom the Parties are not responsible.

* 1. The Parties shall notify each other in connection with the present Agreement through the following contact persons.

From the University:

Name, position: Bak Judit, administrative assistant

Telephone: + 36 52 512-900/77805

E-mail: [bakjudit@eng.unideb.hu](mailto:bakjudit@eng.unideb.hu)

From the Company:

Name, position:

Telephone:

E-mail:

The Parties shall inform each other in writing of any changes in the contact persons without delay, but no later than within three working days.

1. **Miscellaneous provisions**
   1. The Parties shall settle disputes arising from the present Agreement primarily through negotiations between them. In the event that such an attempt does not lead to a settlement within 60 days, the Parties shall act in accordance with the prevailing regulations of the Code of Civil Procedure.
   2. The provisions of the Civil Code, the Hungarian legislation in force, and the provisions of the Regulations shall apply in the case of matters not regulated in the present Agreement.
   3. **The present Agreement was prepared in 4 (that is four) original copies which are word for word identical.**

The Parties put their signature to the present Agreement with their own hand after having read and understood the terms hereof, expressing that it is in full accordance with their true intentions.

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| ………………………., ……………………………..  On behalf of **……………………….** (Company): | Debrecen, …………………………..  On behalf of the **University of Debrecen**: |

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| …………………………….…………………… | …………………………….…………………… |
| …………..  Manager | Dr. Géza Husi  Dean  Faculty of Engineering |
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|  | ……………………………… |
|  | ………………… |
|  | Internal Supervisor |

I have read and understood the terms of the above Agreement:

Debrecen, ……………………………………

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………………………….

Student