**NON-DISCLOSURE AGREEMENT INTERNSHIP REPORT**

THE UNDERSIGNED:

1. Technische Universiteit Delft, faculty Aerospace Engineering with registered offices at Kluyverweg 1, 2629 HS Delft, the Netherlands, registered with the Chamber of Commerce under number 27364265, represented in this matter by Mirthe Oude Alink (internship coordinator) or Miranda van Haagen (internship coordinator); hereinafter referred to as: "TU Delft AE",

 and

2. ...................................................................., with registered offices in ........................, at ……………, registered with the Chamber of Commerce under number....................., represented in this matter by ................; hereinafter referred to as: "the Company"

WHEREAS:

- the Company is prepared to disclose information regarding (brief description about purpose of collaboration and about the timeframe of the internship contract) to TU Delft Faculty of Aerospace Engineering under an obligation of secrecy and confidentiality;

- Parties are prepared to collaborate with each other and the Company is prepared to provide TU Delft confidential Information, on the conditions to be agreed upon in this confidentiality agreement, hereinafter referred to as **“Agreement”;**

THEREFORE PARTIES AGREE AS FOLLOWS:

1. INFORMATION in this agreement shall mean all information and knowledge concerning the internship report of student .............................. , which the "the company", discloses to the "TU Delft AE" by means of an upload in the internship software system OnStage, and which is marked at the time of disclosure to indicate it is confidential.

1. TU Delft AE agrees to receive INFORMATION from the Company for the sole purpose of assessing and grading the internship report.
2. The TU Delft AE agrees to keep secret and confidential the INFORMATION and refrain from disclosing it to any third party and will disclose it only to those of its employees who have a need to know for the purpose mentioned under clause 2 and who will undertake the same efforts to keep it a secret and confidential within their own organisation with at least the same degree of care as it would use in respect of its own INFORMATION of similar importance, but in any event a reasonable level of care.

 Copying, analysing and reproducing of the Information needs the previous written consent of the Company.

4. The secrecy and confidentiality agreement is in effect for a period of five (5) years from the end date of the internship contract. In this case the contract end date is: (contract end date).

5. TU Delft AE agrees to keep secret and confidential, in accordance with the above, any and all of the INFORMATION, except:

a. INFORMATION which at the time of disclosure is in the public domain;

b. INFORMATION which after disclosure becomes a part of the public domain by publication or otherwise, except by an unlawful action or negligence or breach of this agreement by TU Delft AE;

c. INFORMATION which TU Delft AE can prove it was in its possession at the time of disclosure by the Company;

d. INFORMATION which TU Delft AE lawfully obtains from a third party;

e. INFORMATION which is disclosed by the Company on an unrestricted basis;

f. INFORMATION which is developed by the TU Delft AE independently of any INFORMATION received from the Company;

g. INFORMATION the Intern has produced independently without using any information supplied by the Internship company.

6. All materials including, without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to TU Delft AE by the Company and which are proprietary to one Party, shall remain the property of such Party and shall be returned with all copies made thereof to the Company or destroyed, promptly at its written request.

A digital version of the written assignment ‘internship report’ will only be used in case of an evaluation of the curriculum. After grading this report will be maintained in the archives of the Recipient.

7. The TU Delft AE shall not (and shall obtain from its employees the undertaking that they shall not) at any time, directly or indirectly, by virtue of the possession or use of the information acquire or appropriate any right to or interest in (parts of) information and shall not claim any legal right thereto, whether by means of patent application or otherwise. This clause will remain valid for an indefinite period of time.

8. This agreement is governed exclusively by and construed in accordance with Dutch Law;

 All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. In case of all Dutch parties all disputes arising in connection with the present contract or further contracts resulting thereof, shall be finally settled by arbitration in accordance with the Rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut).

IN WITNESS WHEREOF the Parties have executed this Agreement in duplicate,

**Technische Universiteit Delft, (TU Delft AE),** **The company:**

**Faculty of Aerospace Engineering** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_