UNIVERSITY OF AMSTERDAM
Economics & Business



Confidentiality Agreement

University

Name	University of Amsterdam
Faculty/Group	Business Analytics
Address	Plantage Muidergracht 12
Phone number	0630566833
E-mail	i.m.zwetsloot@uva.nl

Company

Name	
Address	
Phone number	
E-mail	

Students

Name	
Name	
Name	
Name	

University, Company and Student, hereinafter referred to individually as 'Party' or jointly as 'Parties'.

Whereas

- For a period of 3 months, between 1 April 2026 and 27 June 2026, hereinafter referred to as '**Assignment Period**', Student will do its thesis assignment in part or in whole with and/or at the premises of Company;
- The thesis assignment is described in more detail as data challenge in the online platform hereinafter referred to as: ' **Thesis Assignment**';
- During the Assignment Period, a Party may disclose confidential information to the other Parties for the purpose of the Thesis Assignment of Student;
- University may learn of confidential information shared by the Company with Student in the course of assessing Thesis Assignment;
- Parties wish to ensure that confidential information is not disclosed without permission.

Parties agree as follows:

Article 1. Confidential information

1.1 The Student/University and the Company are obliged to keep the knowledge, data and other information they receive from each other during the Assignment Period and in the framework of the Thesis Assignment, confidential. This includes the trade secrets of these parties that become known to the Student/University and the Company during the Assignment Period and in the framework of the Thesis Assignment and that the parties know or can reasonably suspect must be kept secret and may not be disclosed to third parties, hereinafter referred to as 'Confidential Information'. This confidentiality shall be valid indefinitely.

All information and results developed in the framework of the Thesis Assignment will be kept confidential by the parties until the thesis report is complete and the agreement between the Company and the Student/University on its publication and confidentiality has been established in accordance with Article 2.

Confidentiality does not apply in instances where Confidential Information, in the context of the assessment and supervision of the Thesis Assignment (e.g. the thesis report or the graduation report), must necessarily be shared with the University. The Student may only share this Confidential Information with the University once the Company has given explicit permission. The Company may also impose conditions on the sharing of this Confidential Information with the University, but without preventing the Student from being assessed or graduating.

1.2 The same rules apply to the Student as to employees of the Company with respect to Confidential Information. Where the Trade Secrets Act4 4 applies, the Student shall:

a. refrain from invoking any right that the Student may have or may be entitled to under that Act as holder of those trade secrets, and
b. comply with all obligations that this Law imposes on a holder of trade secrets, including the obligation to take reasonable steps to keep such trade secrets confidential.

The Student may include Confidential Information about the Company in a confidential attachment of the thesis, only if necessary and relevant for the thesis and after prior written agreement with the Company.

1.3 If the Company has given permission to include Confidential Information in the thesis or other report, the confidentiality obligations as set out in this Article will not apply to the entire thesis or other report but only to the separate components containing the Confidential Information. As an exception to the indefinite duration of confidentiality referred to in paragraph 1 of this Article, the confidentiality period for these components of the thesis or other report will be as short as possible, in principle not exceeding two (2) years in order to be able to establish IP rights or publish peer review articles.

On the basis of a substantiated request, the Company may consult the University to keep certain Confidential Information of the thesis or other report confidential for up to five (5) years. This longer period requires thorough argumentation as to the reason and the duration of the period.

In highly exceptional cases, such as long- term breeding programmes or drug development, including lab and bioinformatic processes that serve this purpose, or other particularly sensitive knowledge and technology with negative consequences for the national security of our country and impairment of Dutch innovative strength, a longer period may be agreed in consultation with the University.

1.4 University employees or other persons working for the University who, by virtue of their position and statutory duties, have access to Confidential Information of the Company, are bound, in addition to this Agreement, by the obligation of non- disclosure in accordance with the Collective Labour Agreement (CAO) for Dutch Universities, the professional code and/or applicable complaints or disputes regulations. To the extent that such an employee or other person has access to Confidential Information belonging to the Company:

a. the employee shall refrain from invoking any right that the employee may have or may be entitled to under the Trade Secrets Act as holder of those trade secrets, and;
b. they shall comply with all obligations that the aforementioned Law imposes on a holder of trade secrets, including the obligation to take reasonable steps to keep such trade secrets confidential.

1.5 This duty of confidentiality shall not apply in relation to information that demonstrably:
   a. was already publicly available when it was obtained; or
   b. became publicly available other than through the actions or negligence of the Parties; or
   c. was already in the possession of the Parties before the commencement of the Thesis Period, provided that this information has not been directly or indirectly obtained from the Company, the University or Student; or
   d. was produced independently by the Parties without using any information supplied by the Company, University or Student;
   e. may be released with the written permission of the Parties; and/or
   f. must be disclosed by the Parties by virtue of a statutory obligation, by virtue of an irrevocable decision of a competent public court or by virtue of an otherwise binding and unassailable decision of any administrative body, any regulatory or self-regulating body or authority (including the University's Scientific Integrity Committee or the National Scientific Integrity Initiative (LOWI), on the understanding that in such a case:
      I. the University and, in the given case, the Student will enable the Company to take such steps as may be in the Company's interest in confidentiality; and
      II. only that part of the Confidential Information that is described in the relevant provision or in the relevant decision will be disclosed and only to the bodies, authorities and (legal) persons named therein.

1.6 In the event that the Company believes that the Student has violated the duty of confidentiality or has failed to take reasonable steps to refrain from disclosing trade secrets, the Company will hold the Student accountable and consult the University. In the event of a proven violation, the University may call the Student to account and take appropriate measures. Under no circumstances shall the University be liable for the Student's failure to comply with their duty of confidentiality. In the event of established liability by one of the parties to this agreement for breach of confidentiality, liability shall be limited to the amount that will be paid out on the basis of the liability insurance taken out. If no payment is made by the insurer due to demonstrable intent or gross negligence, in principle, no limitation of liability shall apply.

Article 2. Right to Publish

2.1 If the Student gives a presentation, the thesis or report will be made public. Publication also includes uploading to the University's repository as described in Article 2.2. In doing so, the Student will take the provisions of Article 1.2 into account regarding the embargo arrangements. The Student will provide the Company with a draft of the thesis report (including the title and summary) no later than one (1) month before the thesis report is officially submitted and, if required, the intended public final presentation. The Company has the right to have the threport placed under embargo if the Company believes that its (potential) intellectual property rights or commercial interests will be harmed. The embargo period shall, in principle, not exceed two (2) years but may, in exceptional cases, be extended to five (5) years, with the exception of a longer period for long-term innovation processes in the sectors next to the relevant knowledge security aspects, as referred to under Particulars on the cover page of this Internship Agreement. The extension to five (5) years based on specific Particulars must be approved by the appropriate body of the University. Approval may not be withheld on unreasonable grounds.

The Company has - in exceptional cases - the right to demand the removal of information from the thesis report in order to protect its business interests. The Company will make the required removal known to the Student within fourteen (14) days of receiving the draft of the thesis report. If this has removed information necessary for the University's review of the thesis report, this information can be included in a confidential attachment. The Company determines if and what information may be included in a confidential attachment. The provisions of Article 1.2 shall apply to the confidential attachment.

If the University is of the opinion that, due to the lack of information, the thesis report cannot be adequately assessed, thus preventing graduation, the University and Company will consult with each other to reach a reasonable and equitable solution for all parties within a reasonable period of time.

2.2 When uploading the thesis or other report, the Student shall confer on the University the right to publish such a report through its repository. The confidential attachment will not be uploaded by the Student.

2.3 If an embargo is agreed on, it will not apply to the metadata in the repository. Where an embargo is granted, the Company shall verify whether the formulation of the title, summary or other metadata needs to be revised before the Student uploads the relevant report. This shall not affect the Student's right to submit the full graduation report to the University mentor and/or examiners.

Article 3. Applicable Law and Dispute Resolution

3.1 This Internship Agreement shall be governed by and construed in accordance with the law of the Netherlands.

3.2 If a dispute arises, the parties will endeavour to find a solution in mutual consultation. Should the Parties fail to do so, they shall resort to the district court of the district in which the University has its registered office. The Dutch court of law shall enjoy exclusive jurisdiction to hear a dispute.

Signed

Company	
Company	
Name	
Function	
Date	

University	
University	
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Function	
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Student	
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