**Collaboration and Confidentiality agreement in relation to participation in the Food eHub programme for entrepreneurship development**

Between

Company name:

Company registration number (CVR):

Name:

Address:

Study no.:

Study programme:

Faculty and Department:

Name:

Address:

Study no. if any:

Study programme if any:

Faculty and Department if any:

(hereafter referred to as ”the Entrepreneur”)

and

Name:

Tel.:

E-mail:

Address:

Company registration number (CVR):

(hereafter referred to as ”the Industrial mentor”)

and

Aarhus University, the Food entrepreneurship hub, Katrinebjergvej 89F, Building 5128, room 227, DK-8200 Aarhus N (hereafter referred to as ”AU”)

AU will be partly represented by PhD students who will act as scientific mentors in relation to the Entrepreneur (hereafter referred to as “the PhD mentor”, and as AU employees they are included in the term “AU”).

Based on his industrial experience and competences, the Industrial mentor will act as a sparring partner and process advisor to the Entrepreneur, and will participate in ad hoc meetings with the Entrepreneur according to agreement with AU.

In case two or more parties form part of the same entrepreneurial project – or are joint partners in a company, which constitutes the Entrepreneurial party – then all such parties shall appear as Parties to this agreement. Under this agreement, these parties may share information freely among each other as if they were one party, cf. section 3 of this agreement. However, in this connection – as well as in relation to all other terms of this contract – the parties shall be individually responsible for non-compliance of the agreement’s terms.

1. **Object and Goal**

This agreement comprises the parties’ joint understanding and regulation of collaboration terms in relation to the development of Entrepreneur companies among AU students.

The purpose of participating in the Food eHub programme is to be introduced to tools and methods for entrepreneurship, which are used to develop the Entrepreneur’s entrepreneurial competences. These competences will be based on the Entrepreneur’s ideas, and with a view to identifying the business model that most appropriately supports the Entrepreneur’s idea in order for it to develop into a sustainable business (hereafter referred to as “Food eHub”).

1. **Collaboration**

AU shall be the formal provider of Food eHub, but in relation to activities for individual Entrepreneurs or Entrepreneur companies in which the Industrial mentor participates, it should distinctly appear that the activity in question is accomplished in collaboration with the Industrial mentor.

1. **Confidentiality**

The Industrial mentor will act as an external advisor in relation to AU and the Entrepreneur. As part of the collaboration within the framework of Food eHub, the Industrial mentor as well as AU will be given access to confidential information about development, technology and intellectual property rights belonging to the Entrepreneur and/or his companies. When signing this agreement, the Industrial mentor as well as AU must observe confidentiality in relation to unpublished technologies, concepts and business plans (Confidential Information) with which they may become familiar due to their Food eHub participation. Likewise, the Industrial mentor and AU must not utilize such Confidential Information – unauthorized or in any unjustifiable manner – for their own benefit. At the termination of the collaboration, regardless of the reason for this, the Industrial mentor and AU shall return – at the Entrepreneur’s request – all types of Confidential Information given to them, including copies, transcripts, memorandums and notes, and other versions of the material, if any. In case it may not be suitable to return Confidential Information, the Industrial mentor and AU may instead destroy the Confidential Information in an appropriate manner.

Via his participation in Food eHub the Entrepreneur will gain access to Confidential information from other participants on development, technologies and intellectual property rights belonging to another entrepreneur and/or his companies. When signing this agreement, the Entrepreneur must observe confidentiality in relation to unpublished technologies, concepts and business plans (Confidential Information) with which he/she may become familiar due to Food eHub participation. Likewise, the Entrepreneur must not utilize such Confidential Information – unauthorized or in any unjustifiable manner – for his/her own benefit. At the termination of the collaboration, regardless of the reason for this, the Entrepreneur shall return – at the other entrepreneur’s request – all types of Confidential Information given to him/her, including copies, transcripts, memorandums and notes, and other versions of the material, if any. In case it may not be suitable to return Confidential Information, the Entrepreneur may instead destroy the Confidential Information in an appropriate manner.

Confidential Information shall include information marked by one of the parties as confidential or which is clearly of a confidential nature – including, but not limited to: data, technologies, inventions, processes, procedures, intellectual property rights, specifications, designs, plans, drawings, software, prototypes, financial conditions, and strategies.

Confidential Information does not include information which:

* at the date of receipt had been published or otherwise made publicly available
* was published after the date of receipt or made publicly available in a manner that respects the obligations of the Agreement
* was already in the receiver’s rightful possession at the time of receipt without any restrictions
* was already in the rightful possession of other parties; and with no obligation to observe confidentiality towards the informing party, or
* was already verifiably developed independently by the receiving party without the application of information received

The confidentiality obligation will expire three years after the latest receipt of Confidential Information within the framework of the collaboration comprised by this agreement.

1. **Rights**

All rights to results produced by Entrepreneurs and Industrial mentors and originating from the collaboration and sparring in relation to the development of the Entrepreneur’s idea shall belong to the Entrepreneur who introduced the idea to the Food eHub.

All rights to results produced by AU shall belong to AU. The Entrepreneur shall have a free right of use to all rights that do not constitute inventions as defined in the Act 2009-03-17 no. 210; Act on inventions at public research institutions/Lov om opfindelser ved offentlige forskningsinstitutioner, as well as software and utility models.

When the Entrepreneur contributes to – or discusses with other Entrepreneurs – the development of their respective ideas, such interaction shall take place with the full recognition that it will not entail any kind of ownership to the product resulting from such efforts, nor does it establish any kind of common unity that may legally bind the Entrepreneur who – in a Food eHub context – owns the idea to pay for contributions to, or to cooperate on, the idea in question.

In this connection, the Entrepreneur shall recognize that this condition may only be disregarded by means of a separate written agreement under the Food eHub participation.

1. **Duration of the collaboration**

This agreement shall become effective as from the signature date and last for two calendar years. Hereafter, the Agreement will be terminated with no further notice, unless the Parties agree otherwise. Prior to termination of the Agreement, the Parties shall be free to terminate the Agreement with a written notice of 30 calendar days. In case the Food eHub project is discontinued, then the Agreement shall be terminated as from the date of discontinuation of Food eHub. AU shall have no responsibility towards to the Entrepreneur for the subsequent reduction of the agreed period and any consequences this may entail for the Entrepreneur.

The confidentiality obligation stated in section 2 of this Agreement will remain in force, unaffected by termination or ending of the Agreement and regardless of the reasons, and shall be legally binding for the Parties for a period of 3 years following the latest receipt of Confidential Information in relation to the Agreement.

1. **Disputes**

Disputes between the parties of this Agreement should be settled amicably between the Parties. A dispute that cannot be settled amicably between the Parties, may be settled by a Danish court of law, the district court of Aarhus being the court of first instance. Either of the Parties may demand that decisions concerning confidential information are settled by arbitration according to the rules of The Danish Institute of Arbitration. In this case, each party designates an arbitrator, and The Danish Institute of Arbitration will designate the chairman of the court of arbitration. The right of granting injunctions and provisional legal remedies shall not be obstructed by the request for arbitration. The arbitration venue will be DK-Aarhus. All disputes must be settled according to Danish Law.

1. **Date and Signatures**

Industrial mentor For AU

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Name: Name: Michelle Williams

Title: Title: Head of Department, AU, AGRO-FOOD

Entrepreneur

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

Name:

Title: