# NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made by and between,

**[NAME COMPANY], having its office at [ADRESS COMPANY] (hereinafter referred to as “Company”)**

And

**[NAME STUDENT], student at Wageningen University, Department Agrotechnology and Food Sciences, Wageningen, the Netherlands (hereinafter referred to as “Intern”)**

And

**Wageningen University, department Agrotechnology and Food Sciences, having its office at Stippeneng 2, 6708 WE Wageningen, the Netherlands (hereinafter referred to as “University”)**

Company possesses confidential information and data relating to Company’s business and

Company wishes to provide to the Intern and his/her supervisor(s) at the University its “Confidential Information” (as defined below) for the purpose of the Intern’s internship.

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. “Confidential Information” shall mean all information, know-how and data disclosed by the Company to the Intern and his/her supervisor(s) at the University in written or oral form.
2. Nothing in this Agreement shall or may be construed as granting the Intern and his/her supervisor(s) at the University any right or license to Company’s Confidential Information for any use other or further than for the purpose described above.
3. Except as required by mandatory law, the Intern and his/her supervisor(s) at the University agree that they will not use any part of the Confidential Information supplied by the Company and that they will keep said Confidential Information secret and confidential, stored safely and without access by third parties, and that they shall not disclose any of it to any third party. The provisions of this paragraph shall, however, not apply to any part of such Confidential Information which:
   1. is at present publicly known or hereafter becomes publicly known through no fault of the Intern or the University; or
   2. was already known to the Intern or the University on the date of disclosure by the Company provided that such prior knowledge can be adequately substantiated by documentation; or
   3. properly and lawfully becomes available to the Intern or the University via other sources; or
   4. was developed by the Intern or the University independently of the received Confidential Information.
4. The Intern may only disclose Confidential Information to his/her academic supervisor(s) at the University who has a need to know such Confidential Information for the guiding and assessing of the Intern.
5. The University is allowed to retain one copy of the final report prepared by the Intern for administrative and verification procedures.

**[OPTIE:**

The final report will first be submitted to the Company, so the Company can check whether or not Confidential Information is used in the report. If Confidential Information is contained in the report, upon request of the Company the Intern will remove such information from the final report in order to allow the University to retain one copy of the final report.**]**

1. This Agreement enters into force and effect on [EFFECTIVE DATE] (the “Effective Date”) and shall have a duration of three (3) years. The Company will exchange Confidential Information during the term of the internship.
2. This Agreement shall be governed by the laws of The Netherlands. Any disputes arising from or relating to this Agreement shall be finally settled by the competent Court of Arnhem, the Netherlands.
3. Parties agree to solely exchange this Agreement as a pdf by e-mail.

**Agreed and signed,**

**INTERN**

Name:

Place and date:

Signature:

**WAGENINGEN UNIVERSITY,**

**department Agrotechology and Food Sciences**Name: Dr.ir. Sjoukje Heimovaara

Title: Managing Director

Place and date: Wageningen

Signature:

**COMPANY**

Name:

Title:

Place and date:

Signature: