**Request**

Dear Head of Organizational Unit,

I the undersigned …………………………………………………………………….. ,

(place and date of birth:) …………………..……………………………………….. ,

student of Óbuda University

Faculty of ………..…………………………………..

specialty of ………….…….…………………………., hereby request that the degree project / thesis titled

…………………………………………………………………………………………………………………………………………………………………………………………………... produced by me, be classified as confidential as per Section 5:10 of the Study Rules of Óbuda University, and be treated confidentially for a period of ………….. years, having regard to the fact that ……………………………………………..… (name, company name) providing data / information to my degree project / thesis is obliged to secrecy in respect of the information obtained by me, certification whereof is enclosed to this request.

Dated: Budapest, ….. …………….. 20…. .

Yours:

……………………………………………

(student’s name)

**Non-disclosure agreement**

|  |  |
| --- | --- |
| concluded by and between  **……………………………..** | |
| Registered seat: |  |
| Corporate registry number: |  |
| Tax number: |  |
| Represented by: |  |
| (hereinafter: **Company**), | |
| and   |  |  |  | | --- | --- | --- | | **Óbuda University** | | | | Registered seat: |  | | Institutional identifier:  Tax number: |  | | Represented by: |  |   (hereinafter: **University**)  jointly as Parties (hereinafter: **Parties**)  at the place and date below, under the following terms and conditions and subject to the deadlines below. | |

1. **Background** 
   1. …………………………………………………………………. *(name)* (Neptun identifier: ……………..…..…………..) (hereinafter: Student), BSc / MSc student of ……………………………………………………………………….. at Óbuda University, Faculty of ……………………………………………………………………………………………………….., states information / data qualified to be confidential in his / her degree project / thesis titled “……..……………………...………………………………………….……………………….*”* (hereinafter: Degree Project), the restricted management (hereinafter: classification) of which is justified in order to protect the Company’s business interests.
   2. The Parties hereby state that the Student and the Company have requested the classification of the Degree Project in accordance with the Study and Examination Regulations and Study Rules of Óbuda University (hereinafter jointly: Regulations).
2. **Subject matter of agreement** 
   1. By signing this agreement, the University takes cognizance of the fact that any and all personal, IT-related, business, technical and other information originating from the Company in connection with the Degree Project and included in the Degree Project (hereinafter jointly: Information) is confidential and proprietary information of the Company. By signing this agreement, the Parties note and represent that the Degree Project completed, together with its annexes, shall be subject to this non-disclosure agreement.
3. **Rights and obligations of the Parties** 
   1. Having regard to the provisions set out in Clause 2.1, the University shall be obligated to handle the Degree Project according to the rules of confidentiality and the provisions of the Regulations. The University undertakes to treat the Degree Project as a business secret, not to disclose it to any third parties, and not to provide access to it in any manner, unless with the Company’s prior approval.
   2. The Company represents to have familiarized with the provisions set out in the rules of procedure for classified degree projects in the Regulations of the University, and to accept the provisions set out therein as regards the application of this agreement.
   3. The University undertakes to procure that the classified Degree Project is defended by applying the rules of procedure set out in the Regulations. The process of defending the Degree Project shall constitute an exception from the obligation of confidentiality stipulated in Clause 3.1, where the members of the evaluation committee get to know the content of the Degree Project – after signing a previous non-disclosure statement.
   4. The University undertakes to allow only those of its public employees to familiarize with the content of the Degree Project in respect of whom this is absolutely necessary for the regular treatment of the Degree Project within the institution. The University shall be obligated to procure that the public employees of the University are bound by the obligation of confidentiality.
   5. The Company takes cognizance of the fact that an electronic version of the Degree Project shall be uploaded into institutional folders pursuant to the Regulations, where access right levels as required for classification can be set.
   6. The Parties agree that in connection with the classified Degree Project, the following data shall be public, meaning that they shall not constitute the subject matter of this agreement:

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

b) the fact of classification and the expected expiry of the deadline for classification.

* 1. The Parties agree that the term of this agreement shall be … years from the date of being signed. Accordingly, the confidentiality obligation of the University shall cease to have effect upon the expiry of … years, and the Company consents to the fact that the Degree Project be made public after the expiry of such period.
  2. The Parties state that under Act LIV of 2018 on the protection of trade secrets, business secrets shall be protected by law even if they are not specially protected by copyright, patent, utility model or otherwise as defined for intellectual products in legal regulations.
  3. The Parties hereby state that the obligation of confidentiality under this agreement may not be enforced in state administration (in particular, tax-related) and court proceedings, nor in cases where it is required by legal regulation that the information must be imparted to the individual specified in the legal regulation (e.g. the communication of data of public interest or public in the public interest), therefore the Parties hereby mutually exempt each other from the obligation of confidentiality in advance, under the proviso that the Parties shall be obligated to previously notify each other of such regulatory obligation and the fact of such proceedings, as well as of the degree of information to be disclosed during such proceedings.
  4. The following group of information shall not be subject to the obligation of confidentiality:

a) information published not through the University’s fault or breach of contract;

b) information already publicly known or accessible to anybody at the time of disclosure, without the Company being aware thereof;

c) information published by any person which the Parties are not liable for.

* 1. The Parties shall notify each other through the following persons in connection with this agreement:

On behalf of the University:

Name and position:

Phone:

E-mail:

On behalf of the Company:

Name and position:

Phone:

E-mail:

The Parties shall be obligated to inform each other about any changes in the details of such contact persons promptly, but within up to three working days.

1. **Other provisions** 
   1. The Parties shall settle any disputes arising from this agreement primarily by reconciliation between themselves; if this fails to be productive within 60 days, then the Parties shall act according to the currently effective rules of the Act on civil procedure.
   2. Any issues not regulated herein shall be governed by the provisions of the Civil Code, of Hungarian legal regulations currently in effect, and of the Regulations.
   3. This agreement has been executed in 4 (that is, four) original counterparts literally identical with each other.

The Parties have signed this contract in full conformity, with approval and in manuscript.

|  |  |
| --- | --- |
| On behalf of  ………………………….. (Company): | On behalf of  Óbuda University (University): |

|  |  |
| --- | --- |
| …………………………….…………………… | …………………………….…………………… |
| managing director |  |

I have familiarized with and accepted the provisions set out in the agreement above:

Dated: Budapest, ….. ………….. 20…. .

…………………………….……………………

student

**non-disclosure agreement**

|  |  |
| --- | --- |
| concluded by and between  …………………………….. | |
| Registered seat: |  |
| Corporate registry number: |  |
| Tax number: |  |
| Represented by: |  |
| (hereinafter: **Company**), | |
| and  …………………………….  Domicile:  Place and date of birth:  Mother’s name:  (hereinafter: **Student**)  jointly as Parties (hereinafter: **Parties**)  at the place and date below, under the following terms and conditions and subject to the deadlines below. | |

1. The Parties agree that the Student shall complete the degree project / thesis titled “……………………………………………….………………………………………..…………” (hereinafter: Degree Project) overseen and coordinated by external supervisor ……………………………….., with the involvement of the Company. In the course of producing the Degree Project, the Student may obtain Company information classified as confidential information by the Company and constituting business secrets.
2. As provided in this agreement, the Student undertakes to treat secretly and confidentially any and all intellectual products, business information, designs, data, facts, solutions or other documents or documentation obtained in the course of producing the Degree Project – in particular, knowledge qualified as the Company’s business secret and confidential information (hereinafter: Confidential Information) –, as well as the Degree Project completed, and not to disclose them to any third parties and not to provide access to them and not to abuse them to the detriment of the other party in any manner, either, during the contract term and afterwards. The Student undertakes to use such Confidential Information only within the scope and to the degree as required for producing the Degree Project, subject to no other additional use and further data processing.
3. The Student hereby takes cognizance of the fact that intellectual products and the use of business secrets shall be governed by the applicable provisions of the Civil Code (Act V of 2013), the Competition Act (Act LVII of 1996), and Act LIV of 2018 on the protection of trade secrets. Pursuant to Act LIV of 2018 on the protection of trade secrets, business secrets shall be protected by law even if they are not specially protected by copyright, patent, utility model or otherwise as defined for intellectual products in legal regulations.
4. The Student undertakes to acquaint the Degree Project with those persons in respect of whom this is absolutely necessary for the regular treatment of the Degree Project within the institution.
5. The Parties agree that the term of this agreement shall be … years from the date of being signed. In the event that the Degree Project is classified as confidential for a longer period than that, the term of this agreement will be extended automatically to the period of classification of the Degree Project.
6. The Student hereby takes cognizance of the fact that they shall be fully liable by civil and criminal law for any partial or total breach of the confidentiality obligation.
7. The Parties hereby state that the obligation of confidentiality under this agreement may not be enforced in state administration (in particular, tax-related) and court proceedings, nor in cases where it is required by legal regulation that the information must be imparted to the individual specified in the legal regulation (e.g. the communication of data of public interest or public in the public interest), therefore the Parties hereby mutually exempt each other from the obligation of confidentiality in advance, under the proviso that the Parties shall be obligated to previously notify each other of such regulatory obligation and the fact of such proceedings, as well as of the degree of information to be disclosed during such proceedings.
8. The following group of information shall not be subject to the obligation of confidentiality:

(i) information published not through the Student’s fault or breach of contract;

(ii) information already publicly known or accessible to anybody at the time of disclosure, without the Student being aware thereof;

(iii) information published by any person which the Parties are not liable for.

1. The Parties shall settle any disputes arising from this agreement primarily by reconciliation between themselves; if this fails to be productive within 60 days, then the Parties shall act according to the currently effective rules of the Act on civil procedure.
2. Any issues not regulated herein shall be governed by the provisions of the Civil Code and of Hungarian legal regulations currently in effect.
3. This agreement has been executed in 3 (that is, three) original counterparts literally identical with each other, 2 (that is, two) of which shall be received by the Company and 1 (that is, one) by the Student.

The Parties have signed this contract in full conformity, with approval and in manuscript.

Dated: Budapest, ….. ………….. 20…. .

|  |  |
| --- | --- |
| On behalf of ………………………. (Company): |  |

|  |  |
| --- | --- |
| …………………………….…………………… | …………………………….…………………… |
| managing director | Student |
|  |
|  |
| ………………… |
| external supervisor |

**non-disclosure statement**

I, the undersigned ………………………………………………………………………………….… , as

**supervisor / referee** of the classified degree project /thesis written by …………………………………………. (name), student of ……………………………………………………. (University / Faculty / Specialty), hereby undertake not to use for my own purposes and not to disclose to third parties in any manner the facts, data, and other information obtained by me in the course of my involvement in the degree project / thesis.

I hereby take cognizance of the fact that the obligation of confidentiality shall exist throughout the entire period specified in the Classification agreement, unless such classification is released earlier.

I further take cognizance of the fact that in case of any breach of the obligation of confidentiality the legal consequences specified in Act LIV of 2018 on the protection of trade secrets may be applied against me.

Dated: Budapest, ….. ………….. 20…. .

/signature/

**non-disclosure annex to the minutes of**

**the final examination / degree project defense subject to closed defense proceedings**

As a member of the committee involved in closed defense proceedings, I hereby undertake – with my signature – not to use for my own purposes and not to disclose to third parties in any manner the facts, data, and other information obtained by me in the course of such closed defense proceedings in respect of the degree project / thesis titled …………………………………………………………………, produced by the individual named ………………………………………………………………………………., student of …………………………………………………………………… (University / Faculty / Specialty).

I hereby take cognizance of the fact that the obligation of confidentiality shall exist throughout the entire period specified in the Classification agreement, unless such classification is released earlier.

I take cognizance of the fact that in case of any breach of the obligation of confidentiality the legal consequences specified in Act LIV of 2018 on the protection of trade secrets may be applied against me.

**Dated: Budapest, …. …………….. 20…. .**

|  |  |  |
| --- | --- | --- |
| **Name** | **Place of work, position** | **Signature** |
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