**000INFORMATION PROTECTION AGREEMENT**

**ON THE CLOSED HANDLING OF BACHELOR/MASTER THESIS**

concluded by and between

**name of business entity/institution**

|  |  |
| --- | --- |
| Registered seat: |  |
| Tax number: |  |
| Company registration number/  registration no.: |  |
| Represented by: |  |
| Contact person: |  |

hereinafter referred to as **business entity** or **institution**

and

**BUDAPEST UNIVERSITY OF TECHNOLOGY AND ECONOMICS**

Registered Seat: H-1111, Budapest, Műegyetem rakpart 3.

Tax number: 15308799-4-43

Group ID: 17783305-5-43

Institution ID: FI 23344

Name of the organisational unit concerned:

Address of the organisational unit concerned:

Represented by: ……., dean

Contact person:...

hereinafter referred to as **BME**

hereinafter collectively referred to as **Parties** under the following terms and conditions:

1. **Preamble**
2. **…** **(business entity/institution)** agrees to disclose confidential information concerning its operation, products and services to BME’s student  **(name: ..., Neptun ID: ..., academic programme: ...)** (hereinafter referred to as Student) for the purpose of the writing of a bachelor/master thesis by the Student in accordance with the provisions of Section II of this Agreement.
3. BME regards it as a primary goal to ensure the public availability of bachelor or master thesis in order to realise the programme’s objectives, however, § 145 paragraph 1 of Senate Decision no. X./10./2015-2016. (11.07.2016) on the Code of Studies and Exams of the Budapest University of Technology and Economics (hereinafter referred to as **BME TVSZ**) allows the restriction of accessibility in exceptional cases. BME hereby confirms that prior to the execution of this Agreement, a request in accordance with § 146 paragraph 1 of the BME TVSZ, was submitted, based upon which the closed handling of the bachelor/master thesis under this Agreement was approved by the dean of the Faculty of ..., subject to § 146 paragraph 2 of the BME TVSZ.
4. Subject to the above preamble, this Agreement represents the agreement of the Parties on the closed handling of the Student’s bachelor/master thesis.
5. **Definitions**
6. The scope of this Agreement includes information and knowledge specified in laws and regulations listed in § 146 paragraph 2 of the BME TVSZ (hereinafter collectively referred to as Confidential Information). This includes in particular, but not exclusively:
7. strategic, business, technical, financial, legal, personnel, organisational, structural, operational, administrative, marketing and economic information, know-how, customer information and any other information marked as “confidential”, “personal” or “classified” and any other important data deemed as classified or confidential and any other information concerning the business entity/institution, its business activities or any other dealings including any memoranda, reports or analyses, whether oral or written, made by any persons prior to or following the date of this information protection agreement;
8. any part of analyses, studies and other documents made in any form by the business entity/institution or its representative, employee, agent, senior officer, worker, consultant, subsidiary, affiliated company (hereinafter collectively referred to as **contributor**) that contains or refers in any other manner to Confidential Information defined in Section I point a. herein or is derived therefrom except if the same is derived in its entirety from information indicated as exception in Section III point 7.
9. Bachelor/master thesis in accordance with § 231 point 5 of the BME TVSZ: a complex individual task which requires the synthesis and creative application of the competences [knowledge, skills, attitude, independence and responsibilities] acquired on the degree programme, prepared at the end of the higher education studies, the content of which is prescribed by the qualification, training and outcome requirements and the mandatory specifications on length, content and format may be stipulated by the individual faculties.
10. **Rights and Obligations of the Parties:**
11. BME agrees to handle the Student’s bachelor/master thesis in a closed manner for ... years from the execution of this information protection agreement by allowing no public access whatsoever until the expiry of the period for closed handling when this Agreement will automatically terminate without any further arrangements of the Parties.
12. BME agrees to store the Student’s bachelor/master thesis, in conjunction with any supplements thereof, for the period specified in Section III point 1 in the library of the educational organisational unit that announced the assignment, in a closed envelope bearing a seal on the flap where the envelope is closed or in case it is stored digitally, to store it in the Study Administration System (hereinafter referred to as TR) in accordance with § 108 point 43a of Act CCIV of 2011 on national higher education, in a manner allowing access to authorised persons only.
13. Subject to Section III point 2, BME will publish the bachelor/master thesis only after the deadline specified in Section III point 1 in the university/departmental library or make it publicly searchable and available in the TR.
14. The Parties agree that access to the Student’s bachelor/master thesis shall only be granted to persons specified in § 146 Paragraph 5 point a) of the BME TVSZ, to persons authorised by applicable laws and regulations and to persons authorised by the business entity/institution in writing. Any access to the bachelor/master thesis shall be recorded (by indicating the name and workplace of the person accessing the thesis as well as the date of the access) on the envelope or in the TR and the envelope shall be re-sealed and the right to access shall be revoked following each access.
15. The Parties agree that the persons specified in Section III point 3 shall use any Confidential Information they became aware of in the course of the preparation, processing and evaluation of the bachelor/master thesis only and exclusively for the purposes of the preparation, processing and evaluation of the bachelor/master thesis and they will not publish or provide access to any unauthorised third parties to such information. BME agrees to inform the persons authorised to access the bachelor/master thesis on the provisions of this Agreement, which shall be verified by the signing of the statement in Annex 1 hereto by the persons specified in § 146 paragraph 5 point a).
16. The Parties expressly acknowledge the confidentiality and financial value of the data and information supplied hereunder. The Parties expressly acknowledge that any negligent handling of the information or the violation of this information protection agreement may cause severe damage or loss to the other party and accordingly agree to handle the information with the utmost care and caution. Business entity/institution accepts that BME shall not be liable for any damage or loss caused exclusively by the Student’s misconduct. The Student’s liability shall be governed by dedicated agreements made with the business entity/institution.
17. The terms in this Section III shall not apply to Confidential Information for which there is credible evidence that
18. it has become part of the public domain through no fault of either Party or their representatives,
19. it has been lawfully received from a third party without the violation of this agreement,
20. it has been lawfully possessed by either Party or its representative, demonstrated by written proof, or
21. it is required to be disclosed by laws and regulations, a court order or a public authority.
22. The Parties shall mutually cause all their Contributors to become familiar and comply with the requirements herein.
23. Nor failure or delay on the part of either Party in exercising any rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude the further and full exercise of any such right.
24. **Final provisions**
25. The Parties agree that this Agreement shall become effective on the day when it is duly executed by the authorised representatives of both Parties. If the Parties sign this Agreement on different days, it shall become effective on the later day when it is duly executed by the authorised representative of the relevant Party.
26. If any term of this Agreement shall be made invalid or unenforceable by a court decision or any laws or regulations, the Parties agree that the remaining unaffected provisions of this Agreement shall remain valid and the Parties shall mutually endeavor to agree upon a replacement for the provision that has become invalid.
27. This Agreement shall inure to the benefit of and be binding upon the successors of the Parties – without any specific statement made in this respect by the Parties.
28. No modification, amendment of this Agreement shall be effective unless duly executed by the authorised representatives of the Parties.
29. This Agreement shall be governed by the laws and regulations of Hungary, the BME TVSZ and decision No... of the Council of the Faculty of .... The Parties shall initially attempt to resolve all disputes arising from this Agreement through out-of-court negotiations and if such negotiations fails, the Parties shall submit to the jurisdiction of the competent court in accordance with Act CXXX of 2016 on the Civil Procedure.

We have read, interpreted and signed this Agreement as the same being the full expression of our respective wills, executing it in ... original counterparts including ... counterpart(s) provided to BME and ... counterpart(s) provided to the business entity/institution.

Budapest, ………….20 …………,……………….20

………………………………… ………………………………

Budapest University of Technology and Economics Business entity/institution

**Dean**

***Annex no. 1***

I, ... (name, title), the undersigned, hereby declare to have read and understood the information protection agreement on the closed handling of the bachelor/master thesis titled ... of ... (name, Neptun ID).

Budapest, …………………20 ………………………………….

name, title