



Non-disclosure agreement of the association SamenwerkingsOverleg Faculteitsverenigingen

This document contains an example of a non-disclosure agreement.

The undersigned,, member of at least one of the committees of **Study Association X**, hereinafter referred to as "Confidential Information", takes into account that he receives privacy-sensitive information about members of **Study Association X**. The data, information and details described above will be referred to hereinafter, both collectively and individually, as "Confidential Information". **Confidentiality Holder** will use the information for the purpose of carrying out the activities organised by the committee, hereinafter referred to as the "Purpose". **Study Association X** and **Confidentiality Holder** shall consult on the use of the Confidential Information to implement the Purpose. In addition, **Confidentiality Holder** takes into account that **Study Association X** has a legitimate interest in keeping the information provided by it completely confidential, so **Confidentiality Holder** declares that all information discussed and mutually provided will be kept strictly confidential.

Confidentiality

The **Confidentiality Holder** shall keep all Confidential Information completely secret, both during and after the termination of the exchange of information on the Purpose. In this context, confidentiality means in any event that:

- no communication of the Confidential Information may be made to third parties, both orally and in writing and both directly and indirectly, without the express prior written consent of **Study Association X**; and/or
- Confidential Information may not be used for one's own or others' purposes without the express prior written consent of **Study Association X**.

The obligation of confidentiality shall only not apply if:

- that Confidential Information is already generally known at the time of disclosure to **Confidentiality Holder**;
- that Confidential Information is already known to the **Confidentiality Holder** at the time of disclosure to it.

If the **Confidentiality Holder** wishes to invoke one of these exceptions, it must prove that the exception applies. In addition, in such a case, **Confidentiality Holder** must notify **Study Association X** within 48 hours of receiving the Confidential Information that an exception to the agreement is being invoked. At that time, it must submit its evidence to show that the exception has been invoked, failing which this article can no longer be invoked.





Confidentiality Holder shall take the utmost care to ensure proper and safe storage of the Confidential Information, in order to prevent that Confidential Information would not be kept secret in breach of the agreement. In addition, the **Confidentiality Holder** shall not remove or alter anything in or to the Confidential Information or make copies of such Confidential Information without express permission.

Ownership of Confidential Information

Study Association X shall at all times retain ownership of all possible rights to the Confidential Information. No right (such as an ownership right or licence) may ever be derived from this agreement in respect of the Confidential Information other than that it is authorised to take cognisance of such Confidential Information and process it for the purpose of the Purpose.

Obligation to return Confidential Information

The **Confidentiality Holder** undertakes to return to **Study Association X** all (digital) documents and data provided by or on behalf of **Study Association X** and also all (digital) copies thereof, upon its first request and not to keep or provide copies thereof to third parties.

Choice of law

This secrecy agreement is exclusively governed by Dutch law. Any disputes relating to or arising from this agreement shall be settled in the first instance by the board. In other instances, the competent court may settle the dispute.

Amendment of the confidentiality agreement

If this Non-disclosure Agreement is amended, the **Confidentiality Holder** will be notified in writing/via email/personally.

Signature

Confidentiality Holder:

Date: Signature:





SamenwerkingsOverleg Faculteitsverenigingen
Heyendaalseweg 141, N-1.280, 6525AJ Nijmegen
info@sofv.nl www.sofv.nl

Study Association X:

Date: Signature:

