**CONFIDENTIALITY AGREEMENT ATTACHED TO THE CURRICULAR INTERNSHIP PROTOCOL**

Between:

The School of Economics and Management, located at Rua Dr. Roberto Frias, 4200-464, Porto, an Organic Unit of the University of Porto, a public foundation, TIN 501 413 197, hereinafter referred to as Faculty, represented here by its Director, Dr. José Manuel Janeira Varejão,

Social Designation of the Intern's Host Institution, located at XXXXX, TIN XXXXXX, registered at the Commercial Registry Office of XXXXXXX with the number XXXXXX and headquarters at XXXXXX, hereinafter referred to as Host Institution, represented here by its position, name;

Full name of the Internship Supervisor at the Host Institution, position at the company, ID Card/Citizen Card no. XXXXXXXXXX , hereinafter referred to as Internship Supervisor,

Full name of the Internship Supervisor at the Faculty, ID Card/Citizen Card number xxxxx, hereinafter referred to as Internship Advisor, chosen by the teaching institution in question,

and

Intern´s name, single, ID Card/Citizen Card number xxxx, TIN xxxxx, residing at xxxx , hereinafter referred to as Intern.

Considering that:

1. An internship shall take place under the terms of the Protocol celebrated with the Host Institution on xx/xx/xxxx, at the Host Institution, for the preparation of an Internship Report or Dissertation by the Intern;
2. Within the scope of the internship, the Intern will be part of a team and will work with that team;
3. Within the scope of the internship, the Intern and, potentially, the Internship Advisor, may gain access to confidential information.

this confidentiality agreement is celebrated and signed, subject to the following clauses:

1. The Internship Supervisor shall define with the Intern the information to which he/she will have access as part of the curricular internship.
2. In such cases where the information cited in 1 includes matters of a confidential nature, the rules set out in clauses 5 and beyond apply.
3. Confidential information refers to all information from the Host Institution that is not currently and is not meant to be made public and is identified as secret or confidential by the Host Institution. This information can consist of documents of a strategic, legal, commercial, technical, operational or financial nature, or of descriptive memories, studies, formulas, reports, predictions and records to which the Intern has access in any format, namely digital or paper, as part of the curricular internship.
4. The following information is not considered confidential:
5. Information expressly authorised for publication by the Host Institution;
6. Information that has been published, made public or cannot be denied to be in the public domain in any other way at the time of disclosure;
7. Information that has been made public after disclosure or is now in the public domain for reasons not attributable to the Intern or the Internship Advisor through wilful intent or negligence;
8. Information that the Intern can prove was in his/her possession prior to having received it from the Host Institution by producing written evidence;
9. Information that the Intern has received from a third party not bound to confidentiality, as long as the third party had the right to provide such information and that it was not obtained by said party, directly or indirectly, from the Host Institution under the condition of confidentiality;
10. Information that the Intern is obliged, by law or judicial decision, to disclose, as long as the Host Institution is immediately notified, and the Intern reasonably cooperates with the efforts carried out by the Host Institution to dispute or limit the scope of such disclosure;
11. Information that is developed independently by the Intern.
12. The Intern and the Internship Advisors commit to not reveal or disclose any confidential information regarding the Host Institution to third parties for a period of three years after the end of the internship, in accordance with the terms of this agreement. Under extraordinary circumstances, duly justified in light of the nature of the information in question, and by mutual agreement among the parties, new deadlines can be set.
13. In the Internship Report/Dissertation or any other material meant for publication:
	1. The names of employees of the Host Institution must not be mentioned unless they have given their express consent, except in the case of people whose identity and position within the company are public domain;
	2. Information referred to in clause 1 should not be included without informing the Host Institution through the Internship Supervisor and requesting authorisation to do so.
14. The Internship Supervisor must, within the deadline set by the Intern, which can be no less than 15 days, reply to the authorisation request cited in section b) of clause 6, identifying the information defined as non-confidential and the information defined as confidential. The Supervisor shall authorise the dissemination of the first under the terms of clause 5, and not authorise the dissemination of the second, or authorise it under circumstances that must be specified and which can include, among others, the distortion or anonymisation of the confidential information.
15. In such cases where unauthorised information prevents the Internship Report/Dissertation from becoming a coherent text that can be submitted for public approval in a public defence, there is the possibility of including it in an appendix which shall remain confidential and read only by the members of the jury, and which shall never be cited orally in its public defence.
16. In the cases cited in the preceding paragraph, the Internship Supervisor must also give his/herauthorisation, and it is the responsibility of the School of Economics and Management, University of Porto to ensure that the appendix with the confidential data is archived in a secure deposit, for a minimum period to be agreed upon with the Intern. However, this period can be extended with no restrictions, in addition to those under general law, provided that this is required by the Intern.
17. All information considered to be confidential within the scope of this internship shall be exclusively owned by the Host Institution. The Intern shall have no rights over it from having had access to it, beyond those stipulated in this agreement.
18. Within 15 days of the public defence of the Internship Report/Dissertation, the Intern commits to return all material containing confidential information that may be in his/her possession, as well as a copy of the Internship Report/Dissertation, to the Host Institution.
19. In the event of a breach of this agreement's obligations, the Intern is responsible to the Host Institution for any damage or loss, including immediate damage and lost profits arising from the breach or faulty compliance, without prejudice to any criminal responsibility the Intern may incur in the event of a breach of this obligation under the applicable law.
20. The parties may, by mutual agreement and at any time, revoke or amend, in full or in part, the provisions of this agreement, so long as the confidentiality of the information is not disputed.
21. The effects of this agreement may also terminate upon the celebration of any contractual commitment between the Parties in which the confidentiality of the same information is stipulated, replacing the terms of this agreement, without prejudice to the provision in the following clause.
22. Under no circumstances shall the parties of this agreement be bound to conduct any legal business in the future.
23. This agreement shall be governed by and interpreted in accordance with the laws of Portugal. Any dispute arising from this agreement shall be submitted to the Porto District Court.

Porto, xx/xx/xxxx

On behalf of the School of Economics and Management, University of Porto (FEP)

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Director of FEP Internship Supervisor at FEP

Óscar João Atanázio Afonso

On behalf of the Host Institution (Signature and Stamp)

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Function of Acting Manager Internship Supervisor at Host Institution

Name of the acting manager Name of the Internship Supervisor

The Intern

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Full name