

Terms and conditions for participation in the Business Analytics Challenge 2017

This Agreement entered into and effective as of the day of signature, by and between Danske Bank A/S, CVR No. 61 12 62 28, Holmens Kanal 2 1060 København K, Denmark, (hereinafter “Danske Bank”) and KMD A/S, cvr. no. DK26911745, Lautrupparken 40-42, 2750 Ballerup, Denmark, (hereinafter “KMD”)

and

Student name:
Cpr. No.:
Address:
(hereinafter the “Recipient”).

1 Background, Purpose and definitions

1.1 Danske Bank and KMD has agreed to disclose certain Confidential Information to the Recipient subject to the terms and conditions for participation in Business Analytics Challenge (hereinafter the “Agreement”) in order to prevent the unauthorized disclosure of Confidential Information. Danske Bank and KMD will disclose The Confidential Information to the Recipient for the following Purpose:

The Recipient is participating in the Business Analytics Challenge. During the case competition, the Recipient will have access to the analytics environment platform provided by Microsoft containing public data and anonymised customer data delivered by Danske Bank and KMD. The recipient might also request to get the data transferred to his/hers own computer.

1.2 For purposes of this Agreement “Confidential Information” shall mean (i) all information concerning Danske Bank Group or KMD, including its employees, products, services, customers, suppliers, contractors and other third parties conducting business with Danske Bank Group; (ii) the terms of the Agreement; (iii) any information developed by reference to or use of Danske Bank Group's information referenced above; and (v) any information which according to applicable law is confidential, including personal data as defined in the Act on Processing of Personal Data. Information does not have to be marked as confidential in order to qualify as Confidential Information. Information that is not to be considered as “Confidential Information” includes information that i) has passed into the public domain other than by breach of this Agreement; ii) is already before the date of receipt from Danske Bank and KMD in the possession of the Recipient without restriction as to disclosure; iii) is received by the Recipient from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or iiiii) has been independently developed by the Recipient without access to the Confidential Information.

2 Obligations of the Recipient

2.1 The Recipient shall keep in confidence and observe strict confidentiality with respect to all Confidential Information obtained from or relating to the Danske Bank Group or KMD and shall not disclose, exploit or otherwise make available such Confidential Information, whether in whole or in part, to any third party without the prior written approval of Danske Bank and KMD.

2.2 The Recipient shall be entitled to publish Confidential Information in relation to his/her thesis only with Danske Bank’s prior written approval, such approval not to be unreasonably withheld.

3 Copies and return of Confidential Information

3.1 The Recipient shall only make such copies of the Confidential Information as are necessary for the Purpose.

3.2 The Recipient shall upon Danske Bank's request and in Danske Bank's sole discretion (i) immediately return all Confidential Information to Danske Bank together with any reproductions and copies or (ii) delete and destroy all reproductions and copies of Confidential Information and provide Danske Bank with a statement confirming the deletion and destruction of all such reproductions and copies.

4 Ownership and Intellectual Property Rights

4.1 Ownership and title to all Confidential Information and all intellectual property rights relating to the business of Danske Bank shall remain the sole property of Danske Bank.

4.2 The Agreement does not influence the Recipient's intellectual property rights to any material created by the Recipient. However, the Recipient is granting Danske Bank the right to use the material commercially.

5 Terms of use of the analytics environment provided by Microsoft, KMD and Danske Bank

5.1 Only the Recipient can make use of the data via the analytics environment and the Recipient can only use it for the purpose of the competition.

5.2 The Recipient is obliged to ensure that he has the necessary rights to the use of software not provided by Microsoft, KMD or Danske Bank.

5.3 The Recipient shall also make sure to have all necessary rights to the use of any supplementary data provided by the Recipient.

6 Term

6.1 This Agreement shall come into force as of the date of the Recipient's signature below and shall not be terminable by either Party whether for convenience or cause.

7 Penalties and remedies

7.1 **Liquidated damages.** In the event of the Recipient's breach of any provision of this Agreement, the Recipient shall be liable to pay Danske Bank liquidated damages (in Danish "konventionalbod") of DKK 100,000 (hundred thousand) for each such breach.

7.2 **No waiver of other remedies under Danish law.** The payment of liquidated damages under Article 7.1 shall be in addition to any other rights under Danish law, which the Danske Bank Group may have as a consequence of the Recipient's breach of its obligations, including demanding further damages from the Recipient.

8 Governing law and Venue

8.1 This Agreement and any non-contractual obligations arising out of or in connection herewith will be governed by and construed in accordance with the laws of Denmark and the City Court of Copenhagen (in Danish: Byretten i København) shall have jurisdiction in the first instance.

9 Signature

9.1 By signing below, the Recipient hereby accept the above terms.

Signature.....

(Name in block letters).....

Date.....