

 **Company logo**

**Confidentiality Agreement Template**

# In Madrid, on ……. ………….. of 20

# BETWEEN

# Mr/Ms ……………….., professor in the UCM Doctoral programme and advisor for the doctoral dissertation titled ….., which is being carried out as an “Industrial Doctoral Degree”

# Mr/Ms ……., a student in the UCM ….. doctoral programme, and author of the dissertation

# And Mr/Ms ….., acting as representative for the company/institution …., as the student's Supervisor for their participation in the research project connected to their doctoral dissertation.

# THEY STATE

# That the company/institution …………., hereinafter referred to as the Partner Entity, and the UCM are interested in signing a confidentiality agreement related to the research project called …., in which the student Mr/Ms …. is participating, as their doctoral dissertation is related to said research; to that end, the parties will need to exchange information that may be confidential and/or subject to property rights.

# As a result, they agree to the following

# CLAUSES

# ONE: PURPOSE

# The purpose of this agreement is to establish the terms and conditions under which the parties will consider the information they exchange to be confidential, and especially the information the Partner Entity …….. will make available to the doctoral student and their advisor to write the doctoral dissertation.

# For the purposes of this agreement, confidential information will be all information that may be revealed in writing, orally or by any means or media, tangible or intangible, currently known or which may be made possible by the state of the art in the future, and which one party indicates or designates as confidential to the other.

# In particular, the doctoral student’s Supervisor for the research project will expressly indicate the elements which must be considered confidential information to the doctoral student, their dissertation advisor and any another participating researcher. The confidential elements will be communicated in writing, and this document will be signed by all parties.

# This agreement does not constitute a licensing agreement, development contract or similar; therefore, the parties must adopt the necessary measures to ensure the confidentiality of said information, measures that are the same or more stringent than the ones they apply to their own confidential information.

# TWO: EFFECTS OF CONFIDENTIALITY

# The Partner Entity will provide the doctoral student and their dissertation Advisor with access to all information, whether confidential or not, related to the research project in which the doctoral student is participating to achieve the established goals.

# The doctoral student and the dissertation advisor agree to:

# Use the information indicated as confidential with the utmost discretion.

# Not divulge or communicate the technical information the Partner Entity provides to them.

# Prevent the information from being copied by or revealed to third parties, unless they have the express written authorisation of the Partner Entity.

# Not use the information or part of the information provided for purposes other than executing the research project.

# THREE: TERM

# This agreement will be in force from the date it is signed for as long as it takes to write the doctoral dissertation to which it is linked, and it may be renewed for terms equal in duration to any renewals of the student’s studies.

# In the event that the doctoral student leaves the research project linked to their dissertation, the agreement shall terminate on the same date that their contractual relationship with the Partner Entity ends.

# Any party may require the other to return documentation, publications, materials or records on any type of media that constitute confidential information. The party asked to return such information must do so immediately and agree to destroy any tangible copy of the same that they may have.

# Notwithstanding the foregoing, all parties agree to maintain the confidentiality of all information shared hereunder indefinitely after the end of this agreement.

# FOUR: AMENDMENTS

# This agreement may only be amended with the express consent of all parties involved, in a written document that mentions the parties’ will to change the content of this agreement.

# FIVE: DISPUTE RESOLUTION

# The parties agree to amicably resolve any disputes which may arise in interpreting the confidentiality conditions established herein.

# In the event of diverging interpretations of the agreement, the parties agree to submit themselves, for all purposes, to the Courts of Madrid, with express waiver of any other jurisdiction to which they may be entitled.

# In witness whereof, all parties sign this agreement in the place and on the date indicated in the heading.

# For the Partner Entity Doctoral student Dissertation advisor

# Signed Mr/Ms Signed Mr/Ms Signed Mr/Ms