# **CONFIDENTIALITY AGREEMENT**

**Of the first part,** The COMPLUTENSE UNIVERSITY OF MADRID with ID no.: Q-2818014-I and domiciled at Avenida de Séneca number 2, 28040 Madrid (hereinafter UCM) and in its name and on its behalf Ms. **Lucía de Juan Ferré**, with ID no. 53.000.388Q, Vice-Rector for Research and Transfer of the Complutense University of Madrid, appointed by Rectoral Decree 31/2023, of 28 June, and by virtue of the provisions of Article 66. 2 of Decree 32/2017, of 21 March, of the Governing Council of the Community of Madrid, approving the Statutes of the Complutense University of Madrid (BOCM no. 71, of 24 March), and of the powers delegated to her by Rectoral Decree 28/2023, of 28 June, on the establishment of the Vice Rectorates of the Complutense University of Madrid, delegation of powers and various organisational matters (BOCM no. 162, of 10 July).

Of another part, [COMPLETE] (hereinafter, “YYYY”), with tax identification code [COMPLETE], and registered address at [COMPLETE], herein represented by [COMPLETE], with National ID number [COMPLETE], deriving from his/her position as [COMPLETE], in accordance with the public deed formalised on [COMPLETE], before the Notary Public [COMPLETE], under number [COMPLETE] of his/her official records.

And of another part, [COMPLETE], (hereinafter “ZZZZ”), with tax identification code [COMPLETE], and registered address at [COMPLETE], herein represented by [COMPLETE], with National ID number [COMPLETE], deriving from his/her position as [COMPLETE], in accordance with the public deed formalised on [COMPLETE], before the Notary Public [COMPLETE], under number [COMPLETE] of his/her official records.

Hereinafter, UCM, YYYY and ZZZZ shall be jointly referred to as the Parties or individually as the Party.

The Parties mutually and reciprocally recognise each other’s legal capacity to formalise this agreement, to which end,

# **RECITAL CLAUSES**

1. Whereas UCM, as set out in its Statutes approved by Regional Government of Madrid Decree 32/2017, of 21 March (published in the Official Gazette of the Region of Madrid on 24 March 2017), has among its functions the creation, development, transfer and critique of science, technology and culture, the dissemination, enhancement and transfer of knowledge in the service of culture, quality of life and economic development, the spread of knowledge and culture through university extension and continuous training, and the promotion of scientific exchange, which may be articulated through the establishment of relations with other entities to promote and develop its institutional purposes.

Whereas UCM, through the (…) Institute/Centre, and specifically through the researcher Mr/Ms (…), undertakes research within the field of (…).

1. Whereas YYYY is a company/public centre/university that develops its activity in the field of [COMPLETE]
2. Whereas ZZZZ is a company/public centre/university engaged in [COMPLETE]
3. Whereas the Parties are interested in (specify the purpose of the exchange of Confidential Information, such as to assess the possibilities of entering into a partnership agreement between the Parties, signing a Research and Development Contract (“Partnership Agreement”), entering into agreements of commercial relations, assess the possibility of collaboration on the Research Project...), whereby it is necessary to share certain confidential information to that end.
4. Whereas, with a view to guaranteeing the confidentiality of the information share pursuant to this agreement (hereinafter, the “Agreement”), the Parties, mutually recognising each other’s capacity to act, establish, through their legal representatives, the following

# **CLAUSES**

## PURPOSE

The purpose of this Agreement is to define the terms and conditions under which the Confidential Information, as this term is defined in the following clause for the purpose established in Recital Clause IV, shall be handled by the Parties, establishing how this should be treated.

## CONFIDENTIAL INFORMATION

 “Confidential Information” is understood to be all oral or written information communicated by one Party (Disclosing Party) to the other Parties (Recipient Party) by any means or through any medium and that is not generally known by the public, including, for purely illustrative purposes but not limited thereto, information of a commercial, scientific or technical nature, know-how, discoveries, inventions, formulas, concepts, knowledge, techniques and methodologies, designs, drawings, drafts, diagrams, models, samples, graphs, protocols, manufacturing specifications and processes, product specifications and information, standards, prototypes, and any other asset that may be protected by intellectual and industrial property rights or by business secrets that is not generally known by the public and that has been disclosed by the Disclosing Party to the Recipient Party or in any other way obtained by the Recipient Party during the term of the Agreement and/or as a direct or indirect result of its performance. In particular, [COMPLETE by detailing the specific information to be provided in each case] shall be considered to be Confidential Information.

The Parties shall identify, to the extent possible, the information exchanged as Confidential Information. However, the lack or impossibility of identifying this information shall not nullify the confidential nature of the information exchanged.

At any event, all the information communicated by the Parties in writing and expressly related to this Agreement shall be understood to constitute “Confidential Information”.

The expression “Confidential Information” shall not include the information or part thereof that:

1. has become public knowledge by any means other than the disclosure by the Recipient Party in breach of this Agreement;
2. was known by the Recipient Party prior to the date on which it was received from the Disclosing Party;
3. has been independently generated by the Recipient Party, without any relation to the Confidential Information;
4. comes from a third party not under a secrecy obligation or with this obligation *vis-à-vis* the Disclosing Party, provided that this can be reliably accredited;
5. was revealed with the prior written consent of the Disclosing Party.
6. must be communication by law or by judicial or administrative instruction. In this case, the Recipient Party shall immediately notify the Disclosing Party of this instruction in order for the latter to impose the opportune precautionary measures, and shall not disclose more Confidential Information than is strictly required under the judicial or administrative instruction.

The obligation to prove that the Confidential Information falls under one or several of the foregoing situations shall be incumbent upon the Recipient Party. In the event that part of the information included in the Confidential Information falls within one or more of the foregoing situations shall cease to have this condition, the rest of the information shall remain confidential.

## OBLIGATIONS OF THE PARTIES

The Disclosing Party shall solely notify the Recipient Party of the Confidential Information that is considers appropriate and necessary. At any event, the Disclosing Party declares that it shall provide the Confidential Information in the state in which it holds said information, and shall not make any representation or warranty in relation to the absence of error or in relation to any result that may stem from the use of said Confidential Information by the Recipient Party.

The Recipient Party undertakes to maintain the strict confidentiality of the Confidential Information. This commitment shall operate in regard to the Confidential Information received prior to the signing of this Agreement, and also in respect to that information received after the signing thereof.

The Recipient Party undertakes to take the necessary and appropriate precautions to maintain the confidentiality of the information, and particularly to:

1. use the Confidential Information or fragments thereof exclusively for the uses provided for in this Agreement.
2. handle and protect the Confidential Information received from the Disclosing Party in the strictest confidence, establishing the security measures necessary for its protection.
3. not disclose or reveal the Confidential Information to any third party, without prior written authorisation from the Disclosing Party.
4. restrict access to the Confidential Information solely to those employees that, in order to undertake their work, or in relation to the Recipient Party, may or must have access to this Confidential Information, obliging the Recipient Party to pass on to them the same confidentiality obligation as contained in this Agreement by means of a written document.
5. not to copy or reproduce all or part of the Confidential Information provided by the Disclosing Party.

At any event, the Recipient Party shall respond, in any situation or circumstance, for any breach of the obligations deriving from this Agreement, including the situation in which said reach would be attributable to its employees, or to any third party that it may have any class of direct or indirect relations with.

In the event that the Recipient Party, or any third party to whom it has transmitted all or part of the Confidential Information, following authorisation thereof, is legally obliged to make all or part of said information public, this circumstance shall be notified to the Disclosing Party as soon as possible, such that the latter may adopt measures designed to eliminate or reduce the harm caused. In the event that the harm cannot be avoided or reduced, the Recipient Party, or any third party to whom it has transmitted all or part of the Confidential Information, following authorisation thereof, shall only disclose that Confidential Information which, in the opinion of an independent legal advisor, is sufficient to meet the legal requirement. In addition, the person obliged to communicate the Confidential Information shall do everything possible to ensure that said information is treated confidentially.

In the event that prevailing legislation on personal data protection exists, the Parties declare that they acknowledge and respect said legislation.

## OWNERSHIP OF THE INFORMATION

All the Confidential Information is and shall continue to be the exclusive property of the Disclosing Party. Nothing provided for herein may be interpreted as the granting or conferring of any title, option, right or licence over the Confidential Information to the Recipient Party.

At such a time as the Disclosing Party considers it necessary, the Recipient Party shall return the original and all copies containing the Confidential Information within a deadline of seven (7) calendar days as from the receipt of a communication to this effect or, should the Disclosing Party request this, the Recipient Party shall proceed to destroy the original and all copies containing said Confidential Information, certifying its destruction in writing within seven (7) calendar days as from the receipt of a communication to this effect.

## TERM

This Agreement shall enter into force on the date of the last signature incorporated thereto, extending its effects to the Confidential Information disclosed prior thereto. It shall remain in effect in regard to any Confidential Information that is not in the public domain without this fact being due to a breach of the obligations by the Recipient.

## LIABILITY

The breach by the Recipient Party of any of the preceding provisions, or part of them by any of its workers, partners or collaborators, whether dependent thereon or associated therewith, or by any third parties that it may have any direct or indirect relations with, shall entitle the Disclosing Party to claim all the damages and losses that their breach may have caused, regardless of the legal actions that may correspond thereto.

## MISCELLANEOUS

* 1. No Party may assign this Agreement or any of the obligations contained herein without the prior and express consent of the other Parties in writing.
	2. This Agreement represents the understanding between the Parties in respect thereof, replaces all other agreements, whether written or oral, in relation to its purpose and may only be amended with the express written consent of all the Parties.
	3. None of the clauses of this Agreement may be interpreted as the initiation of any type of contract relationship other than that which may be derived from this Agreement.
	4. If, for any reason, any clause of this Agreement should be declared null and void by virtue of prevailing legal provisions or by a final ruling or an arbitration ruling handed down by a competent body, the rest of the obligations contained herein shall remain in force between the Parties until the end of the term established to that end in the Agreement.
	5. The Parties shall not use the name, commercial name, trademark, logotype or any other name of UCM in relation to any product, promotion, announcement, press or advertising publication without the prior written consent of UCM.
	6. Annex I forms an integral part of this Agreement in relation to the specific people who shall have access to the Confidential Information.

## NOTIFICATIONS

Any communication relating to the performance, implementation, interpretation or resolution of this Agreement shall be made in writing to the following people:

On behalf of UCM:

Name and surname(s):

Address:

Email:

On behalf of YYYY:

Name and surname(s):

Address:

Email:

On behalf of ZZZZ:

Name and surname(s):

Address:

Email:

## APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed and interpreted in accordance with the laws of Spain.

The Parties undertake to resolve any differences that may arise in relation to this Agreement in an amicable manner. In the event that an amicable solution is not possible, and the Parties resort to litigation, they agree to submit themselves to the jurisdiction of the courts and tribunals of Madrid, expressly waiving any other jurisdiction that may correspond thereto.

And in witness whereof, the Parties electronically sign this Agreement on the date of the last signature incorporated thereto.

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| --- | --- | --- |
| On behalf of UCMMs Lucía de Juan Ferré | On behalf of YYYYMr/Ms [COMPLETE] | On behalf of ZZZZMr/Ms [COMPLETE] |
| Mr/Ms. xxxxxxResearcher / Professor XXXX |  |  |

**ANNEX I**

**PEOPLE WITH ACCESS TO THE CONFIDENTIAL INFORMATION**

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| --- | --- | --- |
| On behalf of UCM | On behalf of YYYY | On behalf of ZZZZ |