**CONFIDENTIALITY AGREEMENT**

In León, on the \_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_

**THE PARTIES**

On the one hand, Mr./Mrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with National ID Number (N.I.F.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “PI”), of the Department/Institute of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the University of León (Q2432001B), with a registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, postcode 24071, acting as Principal Investigator.

On the other hand, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “COMPANY”) with National ID Number (N.I.F.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, street \_\_\_\_\_\_\_\_\_\_\_\_\_\_, no. \_\_\_, postcode \_\_\_\_\_\_, which was constituted before the Notary Public of \_\_\_\_\_\_\_\_\_, Mr./Mrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the date \_\_\_\_\_\_\_\_\_\_\_, and entered into the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Registry on the date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by Mr./Mrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with National ID Number (N.I.F.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by virtue of the power of attorney granted by the Notary Public of \_\_\_\_\_\_\_\_\_, Mr./Mrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the date \_\_\_\_\_\_\_\_\_\_\_.

Hereinafter, the PI and the COMPANY shall each be referred to individually as the “Party” and collectively as the “Parties”.

Both the undersigned Parties, mutually recognising their respective legal capacities, hereby:

**DECLARE**

I. That the PI, through the Institute/Department/Research Group \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the University of León, conducts research in the field of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

II. That the COMPANY operates in the \_\_\_\_\_\_\_\_\_\_\_\_\_ sector.

III. That the Parties wish to exchange certain information related to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Describe in brief the Confidential Information to be exchanged) for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (specify the objective of the exchange of Confidential Information, e.g., evaluating the possibility of establishing a partnership agreement between the Parties; signing a Research and Development Contract ("Partnership Agreement"); maintaining commercial contracts or relationships; evaluating the possibility of collaborating on the Research Project…).

IV. That the Parties wish to protect the aforementioned information from unauthorised use or disclosure and are therefore committed to signing this Confidentiality Agreement (hereinafter referred to as the “Agreement”) according to the following:

**CLAUSES**

**1. OBJECT**

1.1. By means of this Agreement, the Parties establish the terms and conditions that will govern the exchange of Confidential Information between the Parties in order to evaluate a potential partnership, as described in declarations III and IV.

**2. DEFINITION OF CONFIDENTIAL INFORMATION**

2.1. “Confidential Information” shall be understood to mean all information, whether oral or written, communicated by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) for the purpose of evaluating a potential partnership, including, among others, information of a scientific, technical, financial, legal, fiscal, and commercial nature, business models and strategies, “know-how”, names of potential clients and partners, projects and operations of any kind proposed or under consideration, reports, plans, market projections, and data, together with any analyses, working documents, compilations, comparisons, studies, and, in general, any information exchanged by the Parties, whether before or after the signing of this Agreement.

2.2. In particular, Confidential Information shall include, but is not limited to, any information related to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Provide a detailed description, but WITHOUT INCLUDING CONFIDENTIAL DETAILS, of the Confidential Information).

2.3. The Parties agree to identify any information so exchanged as Confidential Information. The Parties will minute meetings wherein Confidential Information is exchanged orally and mark relevant documents as Confidential Information. However, the absence of such identification shall not invalidate the confidential nature of the information.

**3. OBLIGATIONS OF THE PARTIES**

3.1. The Parties shall exchange Confidential Information to explore potential avenues for partnership and undertake to ensure the necessary and appropriate precautions to maintain the confidentiality of the information, and specifically to:

a. Use all Confidential Information in a confidential manner.

b. Not disseminate or otherwise communicate any Confidential Information provided by the Disclosing Party.

c. Prevent the copying or dissemination of this information to third parties unless they have secured written approval from the Disclosing Party and only under the terms of such approval.

d. Restrict access to Confidential Information to their respective employees, associates, subcontractors, and anyone who, due to their relationship with the Parties, may or must have access to such information, advising them of the duty of confidentiality.

e. Use the Confidential Information or any part thereof solely for the purposes of executing this Agreement and refraining from any other use.

3.2. The Parties shall be liable to each other for any breach of this obligation, whether by their employees, associates, subcontractors, or any other person to whom they have disclosed the Confidential Information.

3.3. Both Parties undertake, on behalf of themselves and all staff working under their supervision, to maintain the strictest confidentiality and not to disclose, in any format, to any natural or legal person any Confidential Information that they may have access to as a result of the exchange of information that will or has occurred.

3.4. To this end, any person who is part of, or collaborates with, the ULE Research Team, whether or not they have a contractual or official relationship with the University, and who will participate in the project, must sign a Non-disclosure Agreement, as per the attached model.

3.5. Each Party shall grant access to Confidential Information only to those of its employees, subcontractors, or authorised partners who require such information in order to establish the terms of any future relationship between the COMPANY and the PI, and who, after being duly informed, shall have agreed to treat the information in accordance with the terms set out herein.

3.6. In the event that there is applicable legislation concerning the protection of personal data, the Parties declare their recognition of and respect for such legislation.

**4. EXCEPTIONS IN THE HANDLING OF CONFIDENTIAL INFORMATION**

4.1. Without prejudice to the provisions of the previous Clause, the Parties may use or disseminate Confidential Information that:

a. Is publicly known or becomes publicly known through means other than a breach of this Confidentiality Agreement by either of the Parties, or

b. Was independently generated by or for the Receiving Party, without any access to the Confidential Information, provided that the process of this generation can be documented at the request of the Disclosing Party, or

c. Was known to the Receiving Party prior to the date on which it was received from the Disclosing Party, provided that the Receiving Party can prove this with documentation, or

d. Was received from a Third Party that does not require secrecy, or

e. Must be disclosed by law or by a judicial or administrative order. In such cases, the Receiving Party shall immediately notify the Disclosing Party of said requirement, in order for the latter to take appropriate precautionary measures and disclosing only that Confidential Information strictly required by the judicial or administrative order.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND ABSENCE OF A GUARANTEE**

5.1. The Confidential Information is the exclusive property of the Disclosing Party. Under no circumstances shall the exchange of information pursuant to this Agreement be construed as the transfer or licensing of rights over said information.

5.2. The Disclosing Party provides no guarantee regarding the condition, suitability, accuracy, correctness, completeness, or usefulness of the Confidential Information.

**6. DURATION**

6.1. This Agreement shall come into effect upon the date of its signature, but it extends its effects to any Confidential Information disclosed prior to the signing of the Agreement. It shall terminate in the circumstances set out in Clause 11; however, the confidentiality obligations and non-use of the Confidential Information by the Parties shall not terminate and shall remain in force for a period of (…) years from the last disclosure of Confidential Information.

6.2. The duration set out in the preceding paragraph may only be altered by a subsequent agreement making specific, express, and written reference to this Clause, a generic reference to previous agreements, for example, being insufficient.

6.3. The Parties undertake to ensure that the agreements with the individuals and entities referred to in Clause 3.1.d) impose the same duration, and in particular, that this duration shall not be affected by the termination of any employment, statutory, or other relationship.

6.4. Once this Agreement is terminated, or earlier if requested by the Disclosing Party, within seven (7) business days from such termination or request, the Receiving Party shall return the Confidential Information and destroy any copies, summaries, synopses, abstracts, extracts, modifications, transformations, or translations of the Confidential Information that may have been made. Compliance by the Receiving Party with the obligations set out in this paragraph shall not constitute a termination or limitation of the obligations assumed in the preceding paragraphs.

**7. NON-ASSIGNMENT**

7.1. Neither Party may assign its rights and obligations arising from this Agreement without the prior written consent of the other Party.

**8. BREACH**

8.1. Both Parties acknowledge that any unauthorised disclosure and use of the Confidential Information may cause damage to the Disclosing Party, and such damage may be difficult to quantify. Therefore, the Parties agree that the Disclosing Party has the right to bring a claim before the appropriate courts and obtain compensation from the other Party for the damages caused by any unauthorised disclosure and/or use.

**9. AMENDMENT OF THE AGREEMENT**

9.1. Any amendment to this Agreement must be agreed in advance and in writing by both Parties, and the new document must make explicit reference to this Agreement.

**10. SEVERABILITY**

10.1. If any provision of this Agreement is found to be null, illegal, or unenforceable, the remaining provisions shall remain valid. Before declaring any provision null, illegal, or unenforceable, it shall be interpreted, limited, or amended to remedy the defect.

**11. TERMINATION**

11.1. This Agreement may be terminated, in addition to any of the causes provided for in applicable legislation, for the following reasons:

a. The expiry of the agreed contractual term.

b. The mutual agreement of the Parties, formalized expressly and in writing.

c. The breach by one Party of any obligations undertaken in this Agreement, provided that said breach is not remedied within a maximum period of thirty (30) calendar days following a written request for remedy, unless the breach is irremediable or makes the fulfilment of this Agreement impossible for the Terminating Party. In such cases termination may be immediate, and in all cases reserving the right to claim damages that may correspond to either Party.

11.2. Regardless of the reason for the termination of the Agreement, the provisions set out in Clause SIX above shall apply.

**12. APPLICABLE LAW AND JURISDICTION**

The PI and the COMPANY agree to resolve amicably any disagreement that may arise in the execution of this Agreement.

The COMPANY acknowledges the status of the University of León as a Public-Law Entity and, consequently, any disputes arising regarding the interpretation and application of this Agreement shall be dealt with by the Contentious-Administrative Courts.

The Parties agree to submit any controversy, difference, or claim arising from this Agreement and any amendments to it or relating to this Agreement, including in particular its constitution, validity, binding nature, interpretation, execution, breach, or resolution, as well as extracontractual claims, to judicial proceedings before the appropriate Courts in the city of León.

**13. FULL AGREEMENT**

13.1. This Agreement, together with all its annexes, constitutes the Full Agreement between the Parties and replaces any previous or current Agreements or communications, whether oral or written, between them in relation to the subject matter hereof. This Agreement may only be amended by a written instrument signed by the authorised representatives of both Parties. The failure to exercise a right or authority, whether judicially or extrajudicially, shall not imply its waiver in the future.

**14. COMMUNICATIONS**

14.1. All communications, requests, agreements, consents, acceptances, approvals, or communications required in accordance with this Agreement, or related to it, shall be made in writing.

14.2. Communications between the Parties regarding the exchange of Confidential Information and other aspects of the ordinary execution of the Agreement shall be directed to the following persons:

|  |  |
| --- | --- |
| IP | COMPANY |
| Name and surname:  Address:  Email: | Name and surname:  Address:  Email: |

14.3. Notifications between the Parties concerning legal matters, particularly those relating to breaches of the Agreement, shall be directed to the following persons:

|  |  |
| --- | --- |
| IP | COMPANY |
| Name and surname:  Address:  Email: | Name and surname:  Address:  Email: |

14.4. Changes to the information provided by each Party in the previous sections must be communicated to the other Party in a reliable manner.

14.5. Other communications may be made by email, when the source of origin and destination can be verified; written communication with notarial involvement; or any other written form that provides reasonable proof that the communication was made, and that the recipient has received it.

As proof of their compliance with the preceding, the Parties sign this Agreement in duplicate on all pages, and for a single purpose, at the place and date mentioned above.

For the PI: | For the COMPANY:

|  |  |
| --- | --- |
| For the PI | For the COMPANY |
|  |  |

**ANNEX**

**NON-DISCLOSURE AGREEMENT FOR PARTICIPANTS**

León, on \_\_\_ of \_\_\_\_\_\_\_ 20\_\_

The Research Team associated with ULE, whose Principal Investigator is Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, will exchange information relating to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Describe in brief the Confidential Information to be exchanged) for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (specify the purpose of the exchange of Confidential Information, such as evaluating the possibility of establishing a partnership agreement between the Parties; signing a Research and Development Contract ("Partnership Agreement"); maintaining commercial contracts or relationships; evaluating the possibility of collaborating on the Research Project…).

Regarding the confidentiality terms that must govern the information exchanged between the Parties, we the undersigned members of the Research Team declare that we are aware of and commit to personally comply with all the terms expressed in the “Confidentiality Agreement” signed between the COMPANY and the PI, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I, Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_, as the Research Team’s Principal Investigator, take responsibility for ensuring that all team members or partners who will have access to any information exchanged with the COMPANY are aware of and commit by written agreement to personally adhere to the confidentiality terms stated before having access to said information.

As proof of their compliance with the aforementioned Agreement, the Principal Investigator and Research Team sign this document:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Surname and Name | N.I.F. | Employment or Statutory Link with the University  YES NO | | Signature |
| Principal Investigator: |  |  |  |  |
| Members of the Research Team: |  |  |  |  |