**Non Disclosure Agreement**

This Agreement is made effective as of the Effective Date by and between:

On the one hand, Dr. Rosa María Sebastián Pérez, vice-rector for Innovation, Transfer and Entrepreneurship of the Autonomous University of Barcelona, (hereinafter UAB), as appointed by the rector of September 1, 2022, and in use of the powers conferred by the resolution of the rector of November 7, 2022, which confers on him the powers to sign research agreements and contracts, with headquarters at the UAB University Campus, 08193 Bellaterra, with NIF: Q-0818002-H.

And on the other, [**Name of the Company**] (hereinafter referred to as “**Company**”), a [*nationality*] company with tax registration number [•], based in [*city*], [*country*], [*address*], duly represented by Ms/Mr. [•], that acts in his/her capacity as [•].

UAB and the Company are collectively referred to as the “**Parties**” and individually as a “**Party**”.

**Recitals**

1. In the course of their respective activities, each Party is the owner of certain technical data and information. UAB’s confidential information is related to [*e.g. developments in the field of/the work of Dr.* [•] *[ and co-workers on a system for*, etc.] and Company’s confidential information is related to.... .
2. Both Parties to this Agreement consider the disclosure of confidential information to the other to be necessary and desirable for the purpose of [e.g. *facilitating discussion and evaluation of possible collaborative research, development activities, commercialization of technology and/or other related activities, concerning the UAB Project: …………….. (UAB internal reference: T- …………*] (hereinafter, the “**Purpose**”).
3. Such confidential information is not public knowledge but it is proprietary and/or confidential and is being disclosed by each Party to the other Party only under the terms and conditions of the present document.
4. This Agreement is being entered into by and between the Parties in order to protect the confidentiality and non-disclosure of their respective confidential information.

**Now therefore,** the Parties, mutually acknowledging their sufficient legal capacity to enter into and be bound by this Non-Disclosure Agreement (hereinafter, the “**Agreement**”, agree as follows:

1. **Confidential Information**

For the purposes of this Agreement, “**Confidential Information**“ means non-public information which is disclosed orally, electronically, visually or in a document or other tangible form and which is by nature confidential or is identified confidential by a Party to this Agreement (hereinafter, “**Disclosing Party**”) or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Party that receives such information (hereinafter, “**Recipient**”). Confidential Information includes, without limitation, information in tangible or intangible form relating to its installations, work and projects effectively carried out in such installations, accessible information by means of Disclosing Party's computer systems, including, without limitation, scientific information, technical information, clients, suppliers, machinery, processes organization and actual or products in process, and information received from others that Disclosing Party is obligated to treat as confidential.

1. **Use of Confidential Information**
	1. Recipient shall use Confidential Information only for the Purpose.
	2. Recipient agrees to hold in confidence any and all Confidential Information disclosed, and further agrees not to disclose Confidential Information to third parties or to use Confidential Information, except for the Purpose or with the written permission from an authorized officer of Disclosing Party.
	3. Recipient undertakes to use its best efforts to limit access to Confidential Information under its control solely to Recipient's employees whose access to Confidential Information is essential, provided that such employees have been specifically informed of the confidentiality of Confidential Information and have agreed to be bound by the terms of this Agreement or have entered into an agreement of similar scope and obligations with Recipient to protect the proprietary/confidential information of Recipient or the proprietary/confidential information of third parties in the Recipient’s possession. Notwithstanding the above, Recipient shall remain liable for the compliance of the terms and conditions of the present Agreement by its employees.
	4. Recipient shall use the same degree of care as Recipient uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, disclosure or publication of Confidential Information, and it is its full responsibility to take all means for avoiding that the Confidential Information will be made available to the public unintentionally, by mistake or any other error. The Recipient acknowledges that should any such misfortune happen, is to render the filing of a patent application for the UAB impossible, thus causing enormous harm to UAB.
	5. In the event that Disclosing Party provides any computer software and/or hardware to Recipient as Confidential Information, Recipient may not directly or indirectly, disassemble, decrypt, electronically scan, decompile or derive source code from Confidential Information, or otherwise attempt to reverse engineer the design and function of Confidential Information.
	6. Recipient shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient and its employees and consultants, and cooperate with Disclosing Party in order to help Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use or disclosure.
	7. Recipient shall, at Disclosing Party’s request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to the Recipient as Confidential Information, or at Disclosing Party's option, certify destruction of the same.
	8. Should any of the Parties be interested in disclosing any information from the other Party regarding this Agreement, whether in total or in part, to any other third party, both Parties shall have to reach an agreement prior to any disclosure of such information establishing the terms and conditions of the disclosure of any such information.
	9. The Recipient is well aware that breach of confidence, either complete or partial, would amount to an abuse in relation to the Disclosing Party and would thus cause an irreparable harm to the Disclosing Party.
	10. The Agreement shall particularly allow the Disclosing Party to get patent protection for the substantial matter relating, partially or completely, to the disclosed information, if the Disclosing Party has not done so, and therefore the secrecy of the Recipient is of the utmost importance to the Disclosing Party, since any form of publication of the information covered by the Agreement, partial or complete, is likely to render the grant of a patent impossible.
	11. The Recipient agrees that the Purpose in no case implies the possibility to file a patent application or other intellectual property right based on or using the Confidential Information of the Disclosing Party, and that such possibility is explicitly excluded.
	12. The Recipient agrees not to use the Confidential Information to challenge the validity of any Intellectual Property Rights, in particular but not limited to patents, of the Disclosing Party.
2. **Ownership of Confidential Information**
	1. All Confidential Information is and shall remain the property of Disclosing Party, and Disclosing Party may use such Confidential Information for any purpose without obligation to Recipient. For the avoidance of doubt, nothing herein shall, in any way restrict the Disclosing Party from disclosing its own Confidential Information to any third party or from using its Confidential Information in any manner for any purpose at its sole discretion. Neither the execution of this Agreement nor the furnishing of any Confidential Information hereunder shall be construed as an assignment or transmission, neither expressly nor by implication, of any intellectual and/or industrial property right now or hereafter owned by or controlled by Disclosing Party.
	2. Recipient covenants and undertakes not to use under its name (or register), nor shall it collaborate with any third party for said purpose, all or part of intellectual and/or industrial property rights, patents or trademarks owned by the Disclosing Party.
3. **Personal data protection**

The Parties agree to abide by applicable personal data protection laws, specially the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and the Spanish Organic Act 3/2018, of 5 December on Personal Data Protection). Each Party may process personal data of the other Party for the exclusive purpose of management and performance of this Agreement.

The undersigned declare to have been informed and hereby consent that their personal data will be processed for the purposes of management and performance of this Agreement. The undersigned have the right to access, modify, rectify, erase its personal data and to request a restriction of the processing of their personal data by sending an e-mail to the processor.

1. **Limitations on confidentiality**

Nothing in this Agreement shall be interpreted as placing any obligation of confidentiality and non-use by Recipient with respect to any information that:

1. can be demonstrated to have been in the public domain as of the effective date of this Agreement, or legitimately comes into the public domain through no fault of the Recipient; or
2. can be demonstrated to have been known by the Recipient prior to execution of this Agreement and was not acquired, directly or indirectly, from Disclosing Party or from a third party under a continuing obligation of confidentiality; or
3. can be demonstrated to have been independently developed by personnel of the Recipient who had no substantive knowledge of any information provided by Disclosing Party; or
4. is required to be disclosed pursuant to law or court order, provided that Recipient provides prior notice to Disclosing Party and provides sufficient time to Disclosing Party to assert any exclusions or privileges that may be available by law.
5. **Limited Warranty and Liability**

Disclosing Party makes no warranties in respect of Confidential Information and provides all information “as is”, without any express or implied warranty of any kind, including any warranty as to merchantability, fitness for a particular purpose, accuracy, completeness or violation of third party intellectual property rights. In no event shall Disclosing Party be liable for any special, incidental or consequential damages of any kind whatsoever resulting from the disclosure, use or receipt of Confidential Information.

1. **Remedies**

The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

1. **Term**
	1. The term of this Agreement is of three (3) years from the Effective Date. Notwithstanding the referred term, this Agreement shall remain in full force and effect indefinitely for as long as Confidential Information is secret and confidential. In the event any Confidential Information should be under physical control of the Recipient before this Agreement is signed, the terms and provisions shall apply for such Confidential Information retroactively.
	2. Upon expiration or termination of this Agreement, Recipient will immediately cease any and all disclosures or uses of Confidential Information and, upon request by Disclosing Party, all such information obtained from Disclosing Party and all copies thereof made by Recipient will be destroyed or returned to Disclosing Party within fifteen (15) days.
2. **Miscellaneous**
	1. Any notifications, approvals, permissions, requests, demands or other communications addressed to any of the Parties must be delivered in writing and sent by certified letter, registered fax with receipt or by email, to the following addresses:

To **UAB**:

To: **Company**

* 1. Should any part, article, paragraph, sentence or clause of this Agreement be deemed vague, valid or inapplicable, such part shall be eliminated and the rest of the Agreement shall remain valid and in force.
	2. This Agreement may not be changed, modified, or discharged, in whole or in part, except by a subsequent agreement in writing signed by authorized representatives of Disclosing Party and Recipient.
	3. This Agreement shall be construed according to the laws of Spain, except its provision on conflicts of law. Any dispute arising from the interpretation and/or implementation of this Agreement, which cannot be settled amicably, shall be brought before a competent court of the city of Barcelona.

**In witness whereof**, the Parties have caused this Agreement to be executed by their duly authorized representatives.

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**Universitat Autònoma de Barcelona** [**Company**]

Rosa María Sebastián Pérez [Name]

Vice-rector for Innovation, Transfer and Entrepreneurship [Title]

Read and acknowledged by:

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Dr.