CONFIDENTIALITY AND MATERIALTRANSFER AGREEMENT

This Agreement is made by and between:

**University of Granada,** a Spanish academic and research public institution having its registered office at Avenida del Hospicio s/n, ES18071 Granada (Spain), hereinafter referred to as “Provider”,

and

**\_\_\_\_\_\_\_\_\_** hereinafter referred to as “Recipient”.

***RECITALS:***

Provider through its Research Group “\_\_\_\_\_\_\_\_\_”, is implementing a Project named \_\_\_\_\_ to study \_\_\_\_\_\_\_ funded by \_\_\_\_\_\_\_\_. Such project is leaded by Ph. Dr. \_\_\_\_\_\_\_\_\_\_\_\_.

Recipient, is a \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Both parties are interested in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Provider is willing to provide to Recipient samples of said \_\_\_\_\_\_\_\_\_ as it deems appropriate to fulfill the aforementioned purpose under the terms and provisions set forth hereunder.

***OPERATIVE PROVISIONS:***

1. Definitions

“Material” shall mean samples of \_\_\_\_\_\_\_ detailed in Annex I.

“Information” shall mean any information related to the Material, transmitted, regardless of how transmitted, directly or indirectly, by Provider to Recipient hereunder.

“Purpose” shall mean the assessment by Recipient of the Material for use exclusively in the Project.

“Product” shall mean any product obtained by Recipient through the use of the Material.

“Conclusions” shall mean all data, results, observations, inventions, and conclusions obtained, made or developed by Recipient though the performance of the Purpose.

1. Recipient shall (i) keep the Information, the Material, the Products and the Conclusions confidential in a manner consistent with the protection of its own proprietary information of a similar nature, but in any case, no less than reasonable care, (ii) not provide or disclose the same to any third party, including to any Patent Office, (iii) not use the same except for the Purpose, (iv) confine the access to the same to only those of its authorized employees who need to receive the same in order to fulfill the Purpose and who are bound to secrecy as far as legally permissible by suitable agreements, (v) notify any such employees of the confidential and proprietary nature thereof as well as of their obligations hereunder, and (vi) be responsible for any violation of such obligations by any such employees.
2. Recipient shall not analyze chemically or otherwise the Material except as reasonably required for the performance of the Purpose. Recipient shall not reverse engineer the Material.
3. The obligations of Article 2 shall not apply to that part of information Recipient can demonstrate:

- at the time of disclosure hereunder, is in the public domain; or

- after the time of disclosure hereunder, is published or otherwise becomes part of the public domain through no fault or negligence of Recipient; or

- by reasonably convincing evidence, was in Recipient’s possession at the time of disclosure hereunder and was not received earlier from another party, and which Recipient is free to disclose without breach of any obligation to third parties; or

- was lawfully received from a third party and which Recipient is free to disclose without breach of any of its obligations.

For the purpose of this Agreement, no information, which is specific, shall be deemed to be within any of the foregoing exceptions, merely because it is embraced by more general information, which falls within any one or more of the foregoing exceptions. In addition, any combination of features shall not be deemed to be within any of the foregoing exceptions, merely because individual features fall within any one or more of the foregoing exceptions, but only if the combination itself falls within any one of the foregoing exceptions.

1. Recipient shall report timely and thoroughly all Conclusions to Provider. Recipient shall keep informed on a regular basis the Provider of any progress made with the Material study purpose
2. The Material are supplied without cost but the Recipient shall reimburse Provider for any reasonable costs that may be incurred when preparing and sending the Material to the Recipient.
3. Recipient acknowledges that the Material is provided “as is”, the provision of the Material, and the disclosure of Information, is at Provider’s sole discretion, and Provider does not provide any guarantee or warranty on the Material, and its merchantability or suitability for any application.
4. Upon Provider’s request, Recipient shall promptly, and in any event within ten (10) days of such request, (i) return to Provider or destroy at Provider’s option, any remaining Material. Where Provider has directed Recipient to destroy Material, Recipient shall deliver written confirmation of such destruction to Provider.
5. The Information, the Material and the Conclusions shall be and remain the property of Provider, and the execution of this Agreement shall not convey to Recipient any right or license of any kind under any know-how, Information or patent rights of Provider.
6. Recipient shall submit to Provider prior to any scientific or academic publication, disclosure or patent filling, whether written or oral, any draft of the same containing any Conclusion. Provider shall have a period of one (1) month from the receipt of such draft to make any comment and/or require modifications thereto, and Recipient shall take the same into account.
7. This Agreement shall not be deemed to be a commitment for either party to enter into any other agreement whether or not in connection with the Purpose, and neither party shall incur any legal obligation of any kind whatsoever other than as set forth in this Agreement.
8. Provider accepts no liability in connection with the Recipients use of the Data and Material. Provider does not represent that (i) the Data and Material are of satisfactory quality or fit for any particular purpose; or (ii) use of the Data and Material are free from infringement of third party rights, including intellectual property rights. To the extent permisable by law the Recipient will indemnify and hold the Provider harmless for any damages howsoever arising from Recipient’s use of the Data.
9. This Agreement shall be governed by Spanish Law, and the Courts of the city of Granada (Spain) shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.
10. This Agreement is the entire understanding between the parties concerning the Purpose and supersedes all previous communications, understandings or representations, whether written or oral. This Agreement may not be superseded, amended or modified except by a written agreement signed by both parties. No waiver by Provider of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver.
11. This agreement shall enter into force on the latest date on which this document is signed and shall remain in force during a period of one (1) year from such date. The obligations set forth under Articles 2, 3, 8, and 10, shall survive the expiration for any reason of this Agreement for a period of ten (10) years.

**In witness whereof**, Provider and Recipient have executed this Agreement in two (2) original copies.

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| --- | --- |
| Accepted and Agreed on behalf of University of Granada | Accepted and Agreed on behalf of \_\_\_\_\_\_ |
| Name: Jesús Banqueri | Name: |
| Position: Director of Innovation and Transfer | Position: |
| [usar firma electrónica con certificado digital FMNT]  Signature | [usar firma electrónica con certificado digital]  Signature |
| Acknowledged as read and understood |  |
| Name: |  |
| Position: Project Leader |  |
| [usar firma electrónica con certificado digital]  Signature |  |
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**Annex I**