**NON-DISCLOSURE AGREEMENT**

Of the one part, Mr./Ms. […], with national identity card number […], acting on behalf of [name of the Company and/or institution], with registered office at [include address], with tax identification number […], duly registered in the Companies Registry of […] with number […] and acting in his/her capacity as […] acting with power to act on the name and on behalf of the company.

Of the other part, Mr./Ms. […], with national identity card number […],acting in his/her capacity as […], in the Department […] of the University of Granada, Faculty/School of […], [address] (hereinafter referred to as “Party B”).

Both Parties mutually acknowledge their legal capacity to enter into and be bound by this non disclosure agreement and to that effect they state the following:

##### WHEREAS

I. [name of the Company] is a company developing its activities in the field of [field of activity] (hereinafter referred to as “the Company”).

II. Through the Institute / Department / Research Group of […], and particularly through researcher Mr./ Ms. […], conducts research in the field of [field of activity] (hereinafter referred to as “the Main Researcher”).

III. The Parties desire to discuss together items of mutual interest in order to evaluate the possibilities of a Research and Development Agreement concerning [...] (hereinafter referred to as “the Project”).

IV. During the course of the negotiating process and the visits, trials, testing, materials and any other exchange of information involved in it, both parties have considered the mutual disclosure of certain information regarding [describe the Confidential Information, without providing specific details] (hereinafter referred to as “Confidential Information”)*.*

V. This Non-Disclosure Agreement (hereinafter referred to as “the Agreement”) is being entered into by the Parties in order to protect the confidentiality and non-disclosure of confidential information, and to that effect, the Parties agree as follows:

##### CLAUSES

1. **PURPOSE OF THE AGREEMENT**
	1. The purpose of this Agreement is to establish the terms and conditions that shall govern the disclosure of Confidential Information between the Parties to evaluate a possible collaboration as described in recitals III and IV. Under such conditions, the Parties shall preserve the confidentiality of sensitive data, exchanged information, information to which they have access or of which they have knowledge, for any reason, during the activities or discussions on the matter by the Parties or its representatives or advisers.
2. **DEFINITION OF CONFIDENTIAL INFORMATION**
	1. “Confidential Information” means any information which is disclosed, either orally or in writing by a Party to this Agreement (hereinafter, “Disclosing Party”) to the other party (the “Recipient”) for the purpose of evaluating a possible collaboration between the Parties, including but not limited to scientific information, technical information, financial, legal and commercial information, business models and strategies, know-how, potential clients and partners, projects and transactions of any type or proposals under consideration, reports, plans, forecasts and market data, along with reports and working papers, compilations, comparisons, studies and in general, all the information which the Parties disclose either before or after the signing of this Agreement.
	2. Particularly, the term Confidential Information includes, but is not limited to, any information regarding [describe with details what shall be considered Confidential Information without including the Confidential Information as such].
	3. The Parties agree to identify the exchanged Confidential Information. Notwithstanding the foregoing, the absence of such identification does not change the confidential nature of such information.
	4. In case of doubt about if any of the information is considered as secret, is shall be treated as Confidential Information.
	5. The Parties shall make a record of the meetings in which Confidential Information has been orally exchanged and shall mark any documents as Confidential Information or, if not done on the spot, notify this by email whiting next 20 days.
3. **OBLIGATIONS OF THE PARTIES**
	1. The Parties shall exchange Confidential Information to explore possible ways of collaboration and are committed to take necessary and appropriate steps to preserve the confidentiality of the information so defined, and in particular:
	2. To use the Confidential information in confidence
	3. Not to disclose or communicate the Confidential Information provided by the Disclosing Party.
	4. To prevent the copy or disclosure of such information to third parties unless there is a written authorization of the Disclosing Party and only in accordance with the approved terms of such authorization.
	5. To restrict access to Confidential Information to their respective employees, partners, subcontractors and any person who, due to their relationship with the Parties, could or should have access to such information, warning them of the duty of confidentiality.
	6. To use Confidential Information or parts thereof exclusively for the purposes of implementing this Agreement, refraining from any other use.
	7. The Parties will be liable to each other for the compliance of the above obligations, either by its employees, partners, subcontractors or any person to whom Confidential Information was disclosed.
	8. The obligation of confidentiality shall be extended to any other intellectual creations and/or inventions or scientific and technical discoveries arising from this Agreement.

* 1. The obligations of the Parties lay down in the present Agreement.
1. **LIMITATIONS ON THE PROCESSING OF CONFIDENTIAL INFORMATION**
	1. Without prejudice to the obligations described in the previous clause, the Parties may use or disclose Confidential Information that:
2. is in the public domain or come into the public domain through means different to an infringement of the present Agreement by any of the Parties, or
3. has been independently developed by or for the Recipient Party, without any connection to the Confidential Information, and as long as such development can be documented by the Disclosing Party, or
4. was already known by the Recipient Party prior to the disclosure by the Disclosing Party, as long as the Recipient has documental evidence of such knowledge, or
5. the information comes from a third party not obliged by a confidentiality duty, or
6. should be disclosed pursuant to law or court or administrative order. In such a case, the Recipient Party shall immediately notify to the Disclosing Party such requirement so the Disclosing Party may exercise any interim measures that may be available by law, and shall not disclose any further Confidential Information to that strictly requested by court or administrative order.
7. **PROPERTY OF CONFIDENTIAL INFORMATION AND LACK OF WARRANTY**
	1. The Disclosing Party has exclusive ownership over the Confidential Information. The exchange of information does not involve a transfer or license of rights to the Confidential Information, neither a Research and Development Agreement or similar agreements, settlements or contracts, nor a consortium agreement for public funding to research projects.
	2. If the information disclosed by a Party is eligible for protection under any intellectual or industrial property rights, this protection shall be exercise by the Disclosing Party.
	3. The Disclosing Party makes no warranties in respect to the condition, accuracy, fitness for any purpose, correction, completeness or performance of the Confidential Information.
8. **TERM**
	1. The present Agreement shall enter into force upon its signature and shall terminate in the cases provided in Clause 7 below. However, the obligations of confidentiality and non-use of Confidential Information by the Parties shall not be extinguished and will remain in force for a period of […] years since the last signature date of the Agreement. Nevertheless, the Agreement shall be valid retrospectively from the date of the first communication from parties, in case this was prior to the current date.
	2. The term established by the present clause may only be changed by virtue of any subsequent agreement expressly referring in writing to this clause (a generic reference to any previous agreements is insufficient).
	3. The Parties undertake to ensure that agreements with persons and entities to which THIRD clause paragraph d) above refers are obligations with the same term, and in particular that such obligations will not be affected by the termination of employment, statutory or any other legal relationship.
	4. Upon termination of this Agreement, or sooner if requested by the Disclosing Party, within seven (7) business days from the termination or from the request, the Recipient shall return the Confidential Information and destroy any copies, summary, synopsis , abstract, modified versions, or translations of the Confidential Information that had been made. Compliance by the Recipient of its obligations under this paragraph shall not entail termination or limitation of the obligations assumed in the preceding paragraphs.
9. **TERMINATION**
	1. In addition to the cases specifically regulated by the applicable legislation in force, the Agreement shall be terminated in the following cases:
10. By the expiration of the contractual term agreed.
11. At any time, by mutual agreement in writing.
12. By the breach by a Party of any of the obligations under the Agreement, as long as such breach is not remedied within a maximum period of thirty (30) days after written request for the remedy, unless such breach is irreparable or makes impossible the fulfillment of this Agreement to the complaining Party, in which case the termination may be immediate, and in any case without prejudice to any claim for damages that may correspond to either Party.
	1. Whatever the cause of termination of the Agreement, the provision of clause SIX above shall apply.
13. **PROHIBITION OF ASSIGNEMENT**
	1. Neither of the Parties shall assign its rights and obligations under this Agreement without the prior written consent by the other Party.
14. **BREACH**
	1. The Parties acknowledge that any disclosure and unauthorized use of Confidential Information may cause damages to the Disclosing Party that may be difficult to quantify. Therefore, the Parties agree that the Disclosing Party shall have the right to claim before any competent court and to obtain from the other Party compensation for the damages resulting from such disclosure and unauthorized use.
15. **DATA PROTECCION LEGISLATION**
	1. The Parties agree to comply with any applicable data protection legislation.
16. **PARTIAL INVALIDITY**
	1. In the event that any provision of this Agreement is held null and void, illegal or unenforceable, the remaining provisions shall remain valid. Before declaring any provision null and void, illegal or unenforceable it shall be construed, limited or amended so that the defect is corrected.
17. **AMENDMENT TO THE AGREEMENT**
	1. Any amendment to the Agreement shall be previously agreed by the Parties in writing and including an explicit reference to this Agreement in the new document.
18. **APPLICABLE LAW AND JURISDICTION**
	1. The parties undertake to settle in an amicable manner any disagreement which may arise in the performance of this Contract.
	2. If such an amicable settlement is not possible, and court litigation is required, the parties agree, expressly to submit themselves to Spanish law and to the jurisdiction and competence of the Court of the city of Granada (Spain).
19. **ENTIRE AGREEMENT**
	1. The Agreement, including all its annexes, shall be considered as the whole Agreement between the Parties and supersedes all other agreements or communications, written or oral, concluded between the Parties prior to the execution of the Agreement in relation to the purpose contemplated herein. The Agreement shall only be amended by virtue of written document signed by the Parties authorized representatives. The non-exercise of a right or power, whether before the courts or in any other means, does not imply waiver of such rights or powers hereinafter.
20. **NOTICES**
	1. Any notices, requests, agreements, consents, acceptances, approvals or communications that are necessary in accordance with this Agreement, or which are associated therewith, shall be in writing.
	2. Communications between the Parties relating to the exchange of Confidential Information and other aspects of ordinary execution of the Agreement will be made to the following persons:

COMPANY MAIN RESEARCHER

Name and surname:       Name and surname:

Address:       Address:

Tlf.:       Tlf.:

Email:       Email:

* 1. Notifications between the Parties of matters of a legal nature, particularly those relating to breach of the Agreement, shall be made to the following persons:

|  |  |  |
| --- | --- | --- |
| COMPANY Name and surname:       Address:       Tlf.:       Email:        | UNIVERSIDAD DE GRANADA (OTRI)Oficina de Transferencia de Resultados de Investigación (OTRI)Universidad de Granada Centro de Transferencia TecnológicaGran Vía de Colón, nº 48. 3ª plantaCP 18071. Granada Telf. 958 246 309 Fax.: 958 244 301Correo electrónico: otri@ugr.es  |  |

* 1. The change of the data provided by each of the Parties in the preceding paragraphs shall be notified to the other Party by certified means.
	2. Other notifications may be made by fax or electronic mail as long as its source and destination can be demonstrated; written communication with notarial involvement; or any other written form that could reasonably provide evidence that the communication was made and the recipient should have received it.

In witness whereof, the Parties signed electronically the Agreement,

|  |  |
| --- | --- |
| **Main Researcher** | **The Company** |
| Signed: Mr.      Department of      University of Granada | Signed: Mr.       |