

**CONFIDENTIALITY AGREEMENT WITH STUDENTS**

In Leganés on XX, XXX, 2024.

**On the one hand**, Mr. Luis Enrique García Muñoz, Vice Rector for Research and Transfer of Universidad Carlos III de Madrid, appointed by Rector's Resolution of April 25, 2023 and with powers delegated by the Rector, according to resolution of February 9, 1998 (B.O.C.M. of March 1.998 (B.O.C.M. of March 24, 1998), in the name and on behalf of the UNIVERSIDAD CARLOS III DE MADRID (hereinafter UC3M), with registered office at C/ Madrid 126, 28903 Getafe (Madrid) and Tax ID number Q2818029G.

**And on the other hand**, Mr./Ms. xxxxxxxx (hereinafter the STUDENT), with address at xxxxxxxx and NIF xxxxxxxx acting on behalf of himself/herself as a student of the UC3M.

Hereinafter, they will be jointly referred to as the "**Parties**", and individually as a "**Party**", and as a "**Disclosing Party**" or as a "**Receiving Party**", depending on who transmits or receives the Confidential Information at any given time, respectively.

All the intervening Parties have, and acknowledge to each other, sufficient legal capacity in the representations they hold to enter into this Confidentiality Agreement, and to that effect:

**EXHIBIT**

- I. That the Parties, within the framework of their activities, wish to initiate a mutually beneficial collaboration resulting from the formative and practical contribution that the Entrepreneurship and Innovation Support Service (SEI) of UC3M provides to students with entrepreneurial and innovative concerns, for which purpose they are willing to exchange certain confidential information and documentation, property of each of them.
- II. That the Parties may only disclose confidential information to each other if it is properly protected from unauthorized use or disclosure.
- III. That, to this effect, the Parties are interested in signing this Non-Disclosure Agreement (hereinafter, "NDA") in accordance with the following:

## CLAUSES

### **FIRST - OBJECTIVE**

The object of this Agreement is the regulation that the Parties establish, formally and in writing, of the terms and conditions under which they will maintain the confidentiality of the information voluntarily provided and created between them on the occasion of the STUDENT's enjoyment of the services and resources provided by the SEI.

This Agreement shall apply irrespective of any contractual relationship entered into by the Parties, and irrespective of whether or not such contractual relationship is entered into. This Agreement does not constitute any legal association or joint venture between the Parties, nor does it grant, convey or obligate to grant or convey any right or license to the Receiving Party with respect to all or any part of the Confidential Information, or any right to use the Confidential Information for any purpose other than that expressly agreed upon, and the Disclosing Party shall at all times retain full title to the Confidential Information. In particular, all industrial or intellectual property rights (including, but not limited to, patents, trademarks or *copyrights*), direct or derived from the Confidential Information, shall be the sole and exclusive property of the Disclosing Party.

This Agreement does not imply the assumption of any obligation of exclusivity, the Parties being free to engage with third parties on terms similar to those of this Agreement. Nor does it imply any obligation to exchange information that the Parties do not wish to exchange.

### **SECOND - DEFINITION OF CONFIDENTIAL INFORMATION**

The Parties agree that any information provided by the Disclosing Party shall be strictly confidential and exclusive and shall be treated as such by the Receiving Party, its employees, managers, representatives, attorneys-in-fact, collaborators, advisors, contractors and, if applicable, subcontractors, and in any case to all those persons who have access to the Confidential Information (hereinafter, the "**Representatives**"), who shall expressly undertake to know, respect and enforce this Agreement, it being understood that all the commitments acquired by the Receiving Party under this Agreement shall be extended to its Representatives.

For the purposes of this Agreement, all information, whether or not marked as such, provided by any of the Parties or their Representatives, prior or subsequent to the signing of this Agreement, in any format or support, whether oral, visual, written, recorded on magnetic media or in any other tangible form, shall be considered Confidential Information. Any information, data, analysis, result, report, compilation, study or document derived therefrom shall also be considered as Confidential Information.

In particular, any information, material, data or documentation provided by any of the Parties or their Representatives shall be considered as Confidential Information, in its broadest sense:

- (i) Relating to this Agreement, as well as the agreements, pre-agreements and e-mails exchanged between the Parties or third parties involved.
- (ii) Relating to all documentation, knowledge or know-how, and any resources shared directly by the SEI in its provision of the service enjoyed by the STUDENT and any other resources that are accessible by the latter.

- (iii) On the results derived from the joint work between the SEI and the STUDENT, provided that they reveal confidential data, without prejudice to their use by the STUDENT in its economic activity that gave rise to the beginning of its relationship with the SEI; "results derived from the joint work" being understood as all that information, documentation, technical, scientific knowledge, equipment or materials, know-how, working methods, data, statistics, obtained in the development of the relationship between the SEI and the STUDENT, object of this Agreement.
- (iv) Relating to the existence or characteristics of the relationship between the Parties;
- (v) Economic-financial, technical and/or strategic;
- (vi) About customers, suppliers or collaborators;
- (vii) Relating to trade or industrial secrets, confidential works, ideas, systems, plans, designs, procedures, formulas, source and product codes, data, software, commercial or industrial know-how, prototypes, improvements, research, developments, methods, projects and techniques;
- (viii) Relating to marketing and sales policies, any strategic business planning, budgets, financial reports and balance sheets, licenses, lists of costs and final prices of products and services, and lists of suppliers and customers;
- (ix) Related to industrial and intellectual property;
- (x) In general, any information transmitted that is not openly available to the public.

Information that shall not be considered as Confidential Information:

- (a) is in the public domain on the date of this Agreement or which, after the date of this Agreement, has entered the public domain, provided that such circumstance has not occurred as a consequence of a direct or indirect breach of this Agreement;
- (b) can be legitimately obtained from a public record;
- (c) has been obtained from a source unrelated to the Disclosing Party without restrictions on use and without breach of any confidentiality obligation, provided that the Receiving Party can justify such circumstance with any legally admissible means of proof.
- (d) had prior written consent from UC3M for its disclosure.

### **THIRD - ACCESS TO CONFIDENTIAL INFORMATION**

Access to the Confidential Information shall be limited to those expressly authorized Representatives whose intervention is necessary to perfect the relations between the Parties, who have, at least, the same obligations of confidentiality as this Agreement. At the request of the Disclosing Party, the Receiving Party shall provide a written list of the persons who have had, have or will have access to the Confidential Information, in which case any subsequent modification shall be communicated without further request.

The Receiving Party shall be directly liable to the Disclosing Party for the illegal disclosure or use that its Representatives may make of the Confidential Information, and the Receiving Party shall also be directly liable for the breach, if any, of the provisions of the legislation on the protection of personal data. The Parties shall be responsible and liable in a primary manner (or subsidiary in case a Court decrees the impossibility of primary liability) for the actions or omissions made by their Representatives that entail a breach of this Agreement, accepting to assume as their exclusive burden all the reasonable measures necessary to prevent the disclosure of the Confidential Information.

The Receiving Party shall immediately notify the Disclosing Party of the discovery or reasonable suspicion of any breach of this Agreement by it or its Representatives, in which case it shall actively cooperate with the Disclosing Party's efforts to recover and protect the Confidential Information and stop its unauthorized disclosure or use.

Any Representative with access to Confidential Information shall continue to be bound by the provisions of this Agreement so long as this Agreement remains in force or its effects remain in effect, even if he or she ceases to be a Representative of the Party in question for any reason, including termination of his or her relationship with such Party. No Representative may use Confidential Information for his or her independent or dependent benefit of another entity, whether pecuniary, reputational, direct, indirect, or of any other nature that results in an advantage, beyond the purely intellectual.

#### **FOURTH - TREATMENT OF CONFIDENTIAL INFORMATION**

The Receiving Party undertakes to protect the Confidential Information, using for such purpose all the necessary security devices, measures and procedures, at least with the same diligence as its own, and to use it exclusively for the purpose for which it was transmitted and for no other purpose, not even partially, not being able to perform any reverse engineering or disassembly procedure of the Confidential Information or its content. Likewise, the Receiving Party undertakes not to copy, reproduce, disclose, or by any other procedure transfer the Confidential Information to third parties, as well as not to allow any other natural or legal person, or entity of any nature, to copy, reproduce or disclose, in whole or in part, the Confidential Information, without the prior authorization of the Disclosing Party, expressly stated in writing, and limited in scope to what has been authorized by the Disclosing Party.

The use of the Confidential Information for any use other than the purposes set forth in this Agreement by the Receiving Party or its Representatives is strictly prohibited.

The Receiving Party may disclose Confidential Information to the minimum extent possible if required to do so by order of a judicial body of competent jurisdiction or a competent administrative or regulatory body. Prior to making public any Confidential Information under this paragraph, the Receiving Party shall (to the extent permitted by law) use its best efforts to:

- (a) inform the Disclosing Party of all the circumstances of the disclosure or delivery of the Confidential Information and of the content thereof, and take all possible and reasonable measures to agree with the Disclosing Party on the content of such disclosure before making it;
- (b) consult with the Disclosing Party on possible measures to avoid or limit disclosure and take all such measures that will not have adverse consequences for the Receiving Party; and

- (c) obtain binding commitments or undertakings to maintain the confidentiality of the information from the body to which the information is to be delivered or disclosed.

If the Receiving Party is unable for any cause to inform the Disclosing Party before delivering the Confidential Information to a judicial authority or body under this paragraph, it shall (to the extent permitted by law) inform the Disclosing Party immediately thereafter of all the circumstances of such disclosure and of the content of the information delivered.

#### **FIFTH. - RETURN OF CONFIDENTIAL INFORMATION**

In case of termination of this Agreement, the Receiving Party undertakes to return the Confidential Information to the Disclosing Party or to destroy it at the simple request of the latter. The duty to destroy Confidential Information includes any information that may have been generated by the Receiving Party based on the Confidential Information itself, by searching and making any reference to it disappear in the computers or any other support or place. As an exception to the foregoing, the documentation that the Receiving Party must keep by law in order to comply with the applicable regulations shall not be subject to return or destruction (being in any case such Confidential Information subject to the confidentiality commitments contained in this Agreement during the legal term of conservation of such documentation).

#### **SIXTH - GENERAL CONDITIONS**

1. Duration: This Agreement enters into force upon signature and the duty of confidentiality shall continue even after termination of the relationship between the Parties.
2. Partial invalidity: In the event that any Clause of this Agreement is held to be invalid or voidable, the validity of this Agreement as a whole shall not be affected thereby, provided that it is not a substantial part of this Agreement that would distort the original meaning intended by the Parties. The legally ineffective Clause shall be replaced by a new one, or interpreted in a legally acceptable manner, that is as close as possible to the Clause that the Parties would have entered into had they been aware of the ineffectiveness of the Clause in question.
3. Amendments: This Agreement may only be modified, annulled or amended with the written consent of all Parties hereto. In the event of amendment of this Agreement, this Agreement shall survive in its entirety except as expressly provided in such amendment.
4. Applicable Law and Jurisdiction: This Agreement is governed by Spanish law. The Parties, expressly waiving any other jurisdiction that may correspond to them, agree to submit any questions that may arise in relation to the validity, interpretation, compliance, effectiveness or any other matters relating to this Agreement, to the Courts and Tribunals of the city of Madrid.
5. Personal data protection: The parties undertake to comply, in the terms applicable, with the provisions of Organic Law 3/2018, of 5<sup>th</sup> December, on the Protection of Personal Data and the Guarantee of Digital Rights, as well as Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27<sup>th</sup> April 2016, on the protection of natural persons with regard to the processing of personal data and the free circulation of such data and repealing Directive 95/46 / EC (General Data Protection Regulation).

The parties are informed that their personal data will be processed for the purpose of managing the contractual relationship and promoting communication between the parties.

Information on the data processing carried out by the University as data controller:

- PROCESSING IDENTIFICATION: UC3M AGREEMENTS;
- PURPOSE: Coordination, processing, management and archiving of agreements and other arrangements, together with their annexes and addenda if they exist, signed with both national and foreign individuals and legal entities;
- EXERCISE OF RIGHTS. You may exercise your rights of access, rectification, deletion, limitation, portability and opposition to their processing by sending an email to the following address: [dpd@uc3m.es](mailto:dpd@uc3m.es)

ADDITIONAL INFORMATION: You can consult additional and detailed information about our Privacy Policy at <https://www.uc3m.es/protecciondedatos>

AND IN WITNESS WHEREOF, both Parties sign this Agreement, in the place and on the date of electronic signature.

**For the UNIVERSITY CARLOS III OF MADRID**

**For the STUDENT**

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D. Luis Enrique García Muñoz

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Mr./Ms. xxxxxxxxxxxx