This Agreement is made on ……. …….., 202… and between

(1) **[UNIVERSIDAD DE SALAMANCA]**

(2) **[ …………….]**

**NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** dated ,,,,,,,,,,,,,,,,,,,,, 202… is made **BETWEEN:**

**(1) Universidad de Salamanca**, whose administrative offices are at Patio de Escuelas, 1, 37008, Salamanca, SPAIN (the University); and

1. **……………………………………………………**

**BACKGROUND**

The parties wish to discuss a potential collaborative agreement and this is likely to involve them disclosing confidential information to each other.

1. **DEFINITIONS**

In this Agreement the following expressions have the meaning set opposite:

|  |  |
| --- | --- |
| **this Agreement:** | this document, as amended from time to time in accordance with clause and 5.7; |
| **a Business Day:** | Monday to Friday (inclusive); |
| **Confidential Information:** | each party's confidential information including any Intellectual Property and Know-how disclosed by that party to the other for the Specified Purpose: “…………..” |
| **a Group Company:** | any undertaking which is, on or after the date of this Agreement from time to time, a subsidiary undertaking of the Company, a parent undertaking of the Company or a subsidiary undertaking of a parent undertaking of the Company; |
| **Intellectual Property:** | Patents, unpublished results, trade marks, service marks, registered designs, copyrights, database rights, design rights, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above; |
| **Know-how:** | unpatented technical information (including, without limitation information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain; |
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2. **CONFIDENTIALITY**

2.1 Each Party shall treat the disclosed Information under this Agreement as strictly confidential for a period of ten (10) years after the signature of this Agreement and agrees to make the Confidential Information available only to those of its employees who need to have access to it for the Specified Purpose.

Neither party will, before the expiry of not less than five (5) years after the date of this Agreement its receipt of any of the other party’s Confidential Information, disclose to any third party, nor use for any purpose except the Specified Purpose, any of the other party's Confidential Information.

Each party accepts responsibility for ensuring that its personnel will abide by the confidentiality and non-use provisions of this Agreement

2.2 Neither party will be in breach of any obligation to keep any information confidential or not to disclose it to any other party to the extent that it:

2.2.1 is known to the party making the disclosure before its receipt from the other party, and not already subject to any obligation of confidentiality to the other party;

2.2.2 is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;

2.2.3 has been obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other party;

2.2.4 has been independently developed by the party making the disclosure;

2.2.5 is disclosed pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction, and the party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or

* + 1. is approved for release in writing by an authorised representative of the other party.

2.3 The Company will not be in breach of any obligation to keep any of the University's information confidential or not to disclose it to any third party by making it available to any Group Company, or any person working for or on behalf of the Company or a Group Company, who needs to know the same for the Specified Purpose, provided it is not used except for that purpose and the recipient undertakes to keep that information confidential.

1. **INTELLECTUAL PROPERTY**

3.1 Nothing in this Agreement grants any licence or right, beyond that required for the Specified Purpose, under any patent, copyright, trade secret, other Intellectual Property or Know how.

* 1. Neither party will remove any proprietary, copyright, trade secret, confidentiality or other notice from any of the other’s Confidential Information.

1. **TERM**
   1. To the extent that the terms of this Agreement conflict with any agreement entered into between the parties for carrying out the Proposed Project, the terms of the agreement for the Proposed Project will prevail, but only to the extent necessary to resolve that conflict.

4.3 At the conclusion of the discussions about the Proposed Project, unless the parties enter into an agreement for the carrying out of that project, each of the parties will, at the other’s request;

* + 1. return or destroy the other’s Confidential Information in its possession, custody or control; and
    2. confirm in writing that the above has been done.

5. **GENERAL**

5.1**Notices:**  Any notice to be given under this Agreement must be in writing, may be delivered to the other party by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

|  |  |
| --- | --- |
| **Method of service** | Deemed day of receipt |
| By hand or courier | the day of delivery |
| By pre-paid first class post | the second Business Day after posting |
| By recorded delivery post | the next Business Day after posting |
| By fax (provided the sender’s fax machine confirms complete and error-free transmission of that notice to the correct fax number) | the next Business Day after sending or, if sent before 16.00 (sender’s local time) on the Business Day it was sent |

The parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

|  |  |
| --- | --- |
| **For the University:** | **For the Company:** |
| Name: José Miguel Mateos Roco  Address: C/ Patio de Escuelas, 1,  37008, Salamanca, SPAIN | Name:…………………………….  Address:…………..……………… |
| Phone Number: +34 923 294430 | Phone number:……………………………  FAX: None. |

* 1. **Headings:** The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

5.3 **Assignment:** Neither party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other party. That consent may not be unreasonably withheld or delayed.

* 1. **Illegal/unenforceable provisions:**  If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
  2. **Waiver of rights:** If a party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
  3. **No agency:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
  4. **Entire agreement:**This Agreement constitutes the entire agreement between the parties relating to its subject matter. Each party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either party may have to the other (or any right which either party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.
  5. **Amendments:**  No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each party's representative.
  6. **Third parties:** No one except a party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.
  7. **Governing law:** This Agreement is governed by, and is to be construed in accordance with, Spanish law. The Spanish Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement, except that either party may bring proceedings for an injunction in any jurisdiction.
  8. **Escalation:** If the parties are unable to reach agreement on any issue concerning this Agreement within 14 days after one party has notified the other of that issue, they will refer the matter to “Área Jurídica de la Universidad de Salamanca” in the case of the University, and to [*insert officer*] in the case of the Company in an attempt to resolve the issue within 14 days after the referral. Either party may bring proceedings in accordance with clause 5.9 if the matter has not been resolved within that 14 day period, and either party may apply to the court for an injunction whether or not any issue has been escalated under this clause.
  9. **No duty to contract:** Nothing contained herein shall be deemed to require the parties to enter into any subsequent agreements, or to limit the ability of either party to enter into an agreement with a competitor of the other party”

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| **SIGNED** for and on behalf of the  University:  **Name** José Miguel Mateos Roco  Position:  ***Vice Chancellor for Research and Knowledge Transfer***  ***UNIVERSIDAD DE SALAMANCA***  Signature: | **SIGNED** for and on behalf of the  Company:  **Name……………………………**  Position……………………………..  Signature: |