NON DISCLOSURE AGREEMENT

In Bilbao, …

## GATHERED

## On the one hand, ........., with Spanish National Identity Card.........., of Spanish nationality, of legal age, acting for and on behalf of COMPANY NAME with Fiscal Identification Number XXXXXXXXXX and registered office in COMPANY ADDRESS, (Hereinafter as, the “Issuing Company”).

## And, of the other part, ........., with Spanish National Identity Card .........., of Spanish nationality, of legal age, acting in the name and on behalf of ..., with Fiscal Identification Number ................., and registered office at ................., (Hereinafter as, the “Receiving Company”).

For the purposes of this document, the Issuing Company and the Receiving Company may be referred to individually and, where appropriate, as the ‘Party’, or jointly as the ‘Parties’.

Both Parties, mutually recognising the legal capacity necessary to contract and to bind themselves,

**MANIFEST**

1. That the Issuing Company is going to coordinate the action entitled “XXXXXXXXXXXXXX”, in short XXXXXX. Hereinafter referred to as the “Project”.
2. That, the Receiving Company is going to be POTENCIAL POSITION of the Project.
3. That the Issuing Company will provide information and documentation of a confidential nature, the confidentiality of which must be assured, to the Receiving Company for its participation in the Project.
4. Pursuant to the foregoing, the Parties agree to enter into this confidentiality agreement (hereinafter referred to as the Agreement) subject to the following

**CLAUSES**

**FIRST.- CONFIDENTIAL INFORMATION**

In this Agreement, ‘Confidential Information’ shall mean all information and documentation that the Issuing Company shall transmit to the Receiving Company, as well as all documentation and information (of a commercial, technical, economic, financial, strategic or other nature), provided in any form (oral, written or in any medium) and at any time, whether before or after the signature of this Agreement, by the Issuing Company or by any natural or legal person acting in its name or on its behalf, to the Receiving Company. In addition, any analysis, compilation, study, summary, extract or documentation of any kind prepared by either or both Parties jointly on the basis of Confidential Information shall be deemed to be Confidential Information.

In particular, Confidential Information shall include all documentation and information:

(i) marked as such; (ii) identified by the Parties or their partners, directors, officers, directors, executives, consultants and/or employees as Confidential Information; (iii) which has commercial, technical, strategic or other value; (iv) which is not generally known in the relevant market, industry or sector; or that (v) by its nature or the circumstances of the disclosure, must in good faith be regarded as such;

It will not be considered as Confidential Information: (i) the information that has been published prior to the date of signature of this Agreement, or which becomes public, unless it becomes public by reason of a breach of the Agreement by the Receiving Company or its personnel; (ii) non-confidential information which was available to the Receiving Company before it was provided to it by the Issuing Company or became independently known to the Receiving Company, provided that this fact is brought to the attention of the Issuing Company; (iii) that is received through third parties without breach of this Agreement.

It will be up to the Receiving Party where it has made use of the information to demonstrate that it is non-confidential.

**SECOND.- OBLIGATIONS RELATING TO CONFIDENTIAL INFORMATION.**

The Issuing Company makes the Confidential Information available to the Receiving Company solely and exclusively for the implementation of the Project and for de participation of the Receiving Company as part of the External Expert Advisory Board (EEAB) of the Project. Accordingly, the Receiving Company undertakes that it and its personnel:

1. Will treat and keep the Confidential Information as secret and confidential and shall not communicate or disclose it directly or indirectly to any other natural or legal person, with the sole exception of those members of their staff who are actively and directly involved in the Project.
2. Will abstain from using the Confidential Information for any purpose other than those expressly authorised by the Issuing Company.
3. Will handle the Confidential Information in the same manner as it handles its own confidential information, which under no circumstances may be below acceptable standards of due diligence and prudence.
4. When the Confidential Information is to be transmitted to persons who do not form part of the personnel employed by the Receiving Party and to individuals outside its organisation (external collaborators, consultants, visitors, etc.), the prior express written consent of the Issuing Company shall be required and they shall be required, individually, to sign a confidentiality agreement on similar terms and no less protective than the present ones, without the signing of such agreement exempting the Receiving Party from liability.
5. The Confidential Information would not be disposed of or even used after the termination of the business relationship in the Project, nor may any derivative or intermediate material.
6. The Receiving Company shall return and destroy the Confidential Information, within seven (7) working days from the date of termination of its participation in the Project, duly certifying it.
7. The Receiving Company shall promptly inform the Issuing Company by written notice of any unauthorised disclosure.

**THIRD.- EXCLUSIVE PROPERTY.**

The Receiving Company acknowledges that the Confidential Information it receives from the Issuing Company is the exclusive property of the Issuing Company. The signing of this Agreement does not imply the grant of any licence to use or exploit any copyright, industrial property, intellectual property or other rights, including know-how. Therefore, the Receiving Company may not dispose of them for its own benefit or hand them over to third parties without express prior written authorisation.

Both Parties further acknowledge that neither Party makes any representation, warranty or undertaking, whether express or implied, to the other Party under this Agreement as to the accuracy, completeness or reasonableness of any Confidential Information, and shall have no liability whatsoever arising from the use of the Confidential Information by the other Party or its Personnel. Accordingly, neither Party shall be liable for any loss or damage (whether direct or indirect or consequential) suffered by the other or any person as a result of reliance on any statement contained in or omitted from the Confidential Information.

**FOURTH.-** **DURATION**

These clauses shall enter into force on the date of signature and shall remain in force for a period of XXX years or until the Confidential Information no longer qualifies as a trade secret, if it is a longer period of time. This clause extends its effects to previously disclosed Confidential Information.

**FIFTH.- PENALTY CLAUSE.**

The Receiving Company shall be liable for any damages suffered by the Issuing Company as a result of a breach by the Receiving Company, its employees, agents, or subcontractors of the obligations under this Agreement, without prejudice to any actions that the Issuing Company may bring in order to obtain the cessation of the conduct contrary to this Agreement.

In the event that the Receiving Company breaches any of its obligations under this Agreement, the Receiving Company shall be obliged to pay to the Issuing Company, as a penalty, the amount of ......... €.

The Receiving Company expressly acknowledges that the penalty referred to in this Clause is proportionate and appropriate. The penalty described above is not a substitute for compensation for damages caused by the non-performance.

**SIXTH. APPLICABLE LAW AND JURISDICTION.**

This Agreement shall be interpreted and complied with in its own terms and, where not provided for, shall be governed by the Spanish legislation applicable in each case. For any controversy that may arise between the Parties in relation to the validity, interpretation, execution, fulfilment or termination of this Agreement, the Parties, expressly renouncing any other jurisdiction that may correspond to them, agree to submit to the Courts and Tribunals of Bilbao.

And in witness of the foregoing, the Parties have signed this Agreement in two copies and to the same effect at the place and on the date first set forth above.

Signed Date, Place

Signed Date, Place