**MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT**

**THIS MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT** (the “Agreement”) made as of the date of its e-signature, (the “Effective Date”), is by and between

**company** an affiliate of XXX., a XXX corporation (together with its Affiliated Companies, hereinafter referred to as “XXX”) with a principal business address ofXXXXXXX

**and**

**FUNDACIÓN PARA LA INVESTIGACIÓN BIOMÉDICA DEL HOSPITAL UNIVERSITARIO RAMÓN Y CAJAL (FIBioHRC),** managing entity of Instituto Ramón y Cajal de Investigación Sanitaria (IRYCIS), the central Core of which is the Hospital Universitario Ramón y Cajal (Hospital) and with registered address at Ctra. de Colmenar Viejo, Km. 9,100 de (28034), Madrid Spain, Mrs. Laura Barreales Tolosa is acting on its behalf and representation in his capacity as Manager by virtue of the power of attorney granted in Madrid on 13 July 2022 before the public Notary of Madrid Mr. Pedro José Bartolomé Fuentes, with Number 2012 of his records.

1. **Background**. company and FIBioHRC intend to engage in discussions for the purpose of evaluating a potential business or collaborative relationship between the parties (“Purpose”) in the field of “XXXXXXX”, led by Dr-Dra. XXXX, a researcher of IRYCIS. In connection with these discussions, it is anticipated that company and FIBioHRC may disclose certain proprietary and confidential information. This Agreement will govern those disclosures. The party disclosing Confidential Information (defined below) will be referred to as the “Discloser” with respect to that Confidential Information; the party from time to time receiving that Confidential Information will be referred to as the “Recipient.”
2. **Definitions**.
   1. “Confidential Information” means any and all non-public scientific, technical, financial or business information in whatever form (written, oral or visual) possessed or obtained by the Discloser and furnished to the Recipient. Confidential Information will include information which (a) Discloser has labeled in writing as confidential or proprietary, (b) is furnished orally or visually and is identified by the Discloser at the time of disclosure or within fifteen (15) days thereafter as confidential or proprietary. However, failure to do so shall not relieve the Recipient from its obligations as detailed herein if the confidential nature of the information is apparent from the subject matter, or (c) is commonly regarded as confidential and/or proprietary in the life sciences industry.
   2. "Affiliated Companies" shall mean any company or business entity which controls, is controlled by, or is under common control with, either company or FIBioHRC. For purposes of this definition, "control" shall mean the possession, directly or indirectly or the power to direct or cause the direction of the management and policies of an entity (other than a natural person), whether through the majority ownership of voting capital stock, by contract or otherwise.
3. **Obligations.** The Recipient agrees that it will (a) hold in confidence all Confidential Information, (b) use the Confidential Information solely for the Purpose, and (c) treat Confidential Information with the same degree of care it uses to protect its own Confidential Information but in no event with less than a reasonable degree of care. Furthermore, the obligations to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against the parties nor by the rejection of any agreement between the parties, by a trustee of bankruptcy or by either party as a debtor in possession or the equivalent of any of the foregoing local law.
4. **Permitted Disclosures**. The Recipient may disclose Confidential Information to its responsible employees and professional advisers with a bona fide need to know such Confidential Information, but only to the extent necessary to carry out the Purpose and only if such employees and professional advisers are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information and where the Recipient will still be held responsible for any such breach of this Agreement.

In the event that Recipient is required by law, regulation, rule, act or order of any governmental authority or agency to disclose Confidential Information, it shall be entitled to do so provided that it shall first notify Discloser of any such required disclosure, so that Discloser may seek an appropriate protective order, and limit such disclosure as far as is possible under applicable law. Recipient will reasonably cooperate with Discloser in its efforts to seek such a protective order. Such disclosure shall, however, not relieve Recipient of its other obligations contained herein.

1. **Exceptions.** Recipient will have no obligations of confidentiality and non-use with respect to any portion of the Confidential Information which:
2. is or later becomes generally available to the public by use, publication or the like, through no fault of Recipient; or
3. is rightfully obtained from a third party who had the legal right to disclose the same to Recipient; or
4. Recipient already possesses, as evidenced by written documentation that predate the receipt thereof;

Information shall not be deemed to be in the public domain merely because it may be derived from one or more items which are publicly known.

Notwithstanding the above, in the event of a reliance on any of the above three examples for the purposes of a permitted disclosure by the Receiving Party in accordance with the terms of this Agreement, the burden of proof shall always be on the Recipient to prove by written documentation that such disclosure did not include Confidential Information.

1. **Expiration and Termination**. The term of this Agreement will be a period of five (5) years following the Effective Date unless earlier terminated by either party upon fifteen (15) days’ prior written notice to the other party. The obligations of confidentiality and non-use will survive any such termination or expiration and continue in full force and effect for a period of five (5) years from the date of termination or expiration. Upon termination or expiration, or upon the demand of Discloser at any time, any and all paper copies of Confidential Information together with any reports, notes, memoranda, analyses, electronic copies, compilations, studies or other documents prepared by Recipient or at Recipient’s direction containing or reflecting any Confidential Information will be destroyed by Recipient. At the request of Discloser, Recipient will provide a written certification to Discloser regarding such destruction. Recipient may, however, retain one (1) copy of Confidential Information in its confidential files, solely for record purposes.
2. **Representations.** Discloser represents and warrants to Recipient that it has the right to enter into this Agreement and disclose the Confidential Information to Recipient and that it is not a party to any other agreement or under any obligation to any third party that would prevent it from entering into this Agreement or disclosing the Confidential Information hereunder.

The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred to any third party without the prior written consent of the other party. This Agreement shall bind and inure to the benefit of the parties and any successor by reorganization, merger, consolidation or liquidation and any assignee of all or substantially all of its business or assets

1. **Remedies**. It is understood and agreed that either party may be irreparably injured by a breach of this Agreement; that money damages would not be an adequate remedy for any such breach; and that either party will be entitled to seek equitable relief, including injunctive relief, as a remedy for any such breach or threatened breach of this Agreement, as well as to pursue any and all other rights and remedies available by law or in equity for such a breach.
2. **No Implied Rights or Licenses**. It is understood that no patent right or license or other intellectual property right is granted by this Agreement except for the Purpose and that the disclosure of Confidential Information is not an express or implied commitment by Discloser to grant Recipient any right in and/or to such Confidential Information.
3. **Personal Data Protection**. The Parties and Affiliated Companies will comply with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
4. **Publicity.** Neither party shall issues ore release any press release, article, advertising or other publicity relating to this Agreement, its existence or the relationship of the parties without the prior written consent of the other party.
5. **Counterparts, Electronic and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A facsimile or pdf copy of this Agreement, including the signature pages, will be deemed an original.
6. **Miscellaneous**. This Agreement (a) will inure to the benefit of and be binding upon each party and its respective successors and assigns, (b) will be governed by and construed in accordance with Spanish law without regard to the conflicts of law provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court of Madrid, Spain and each of the parties hereby submits irrevocably to the jurisdiction of such court. (c) may only be modified by written agreement of the parties, and (d) may not be assigned or otherwise transferred by either party without the prior written consent of the other party; provided, however, that either party may, without such consent, assign this Agreement to an unrelated third party in connection with a merger, consolidation or sale of substantially all of its business to which this Agreement relates. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party. The failure of either party to enforce at any time or for any period of time the provisions hereof will not be construed to be a waiver of such provisions or of the right of such party to enforce each and every such provision.
7. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. The parties agree that electronics signatures or signatures affixed to any one of the originals and delivered by facsimile, portable document format (PDF), or other electronic means shall be valid, binding and enforceable.

**IN WITNESS WHEREOF** signed this Agreement, on the effective date referred above.

|  |  |
| --- | --- |
| **company** | **Fundación para la Investigación Biomédica del Hospital Universitario Ramón y Cajal (FIBioHRC)** |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Print Name: | **Laura Barreales Tolosa** |
| Title: | Title: Managing Director |
|  | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **Dr/PhD XXXXXX** |
|  | Title: XXXXX |