

**ACCEPTANCE OF THE CONDITIONS OF CONFIDENTIALITY AND OF ASSIGNMENT AND EXPLOITATION OF RIGHTS IN THE AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS M.P., BY PERSONNEL WHO ARE GOING TO CARRY OUT A STAY IN A CSIC CENTRE/INSTITUTE.**

Mr/Ms, \_\_\_\_\_ a  
national of legal age, with National Identity Document  
no. \_\_\_\_\_, acting on his/her own behalf and representing him/herself (hereinafter, “the  
Participant”).

**AFFIRMS**

1. That he/she is collaborating in research activities being conducted at the \_\_\_\_\_ (hereinafter, “the Institute”), joint institute of the Agencia Estatal Consejo Superior de Investigaciones Científicas, M.P. (hereinafter “CSIC”) and the University of \_\_\_\_\_ (hereinafter “the University”); specifically, in the research group led by Dr \_\_\_\_\_ (hereinafter, “the Researcher in Charge”).

2. That these research activities are being carried out in the framework of a research stay at the Institute, for (complete as applicable):

A University Master’s degree

A final degree dissertation

A sabbatical

A predoctoral grant

Other \_\_\_\_\_

and do not entail any kind of employment relationship with CSIC or the University.

3. That he/she does not currently have an employment relationship with any public or private entity.

4. That during his/her stay at the Institute, and as regards the results and information shared or generated during said stay, he/she:

**ACCEPTS**

The following **CONFIDENTIALITY** obligations:

To maintain the confidentiality of any information owned by CSIC and/or the University to which he/she has access or that is generated during his/her stay at the Institute, considering said information at all times to be a trade secret owned by CSIC and/or the University. “Confidential Information” shall be understood to mean all information of a scientific, technical, financial, legal, commercial, or any other nature, communicated orally, in writing, electronically, or visually, by CSIC and/or the University to the Participant, including but not limited to technical data, know-how, ideas, studies, inventions, concepts, formulas, communications, products, processes, software, documents, designs, protocols, proposals, reports, blueprints, business plans, market projections, client information, and, in general, all the information that the Parties consider necessary for the research activities, whether before or after the signature of the document, as well as the personal data of which they may become aware as a result or in application of this document. Failure to identify Confidential Information as such shall not annul the confidential nature of said information.

To avoid disclosing the information to any person who is not expressly authorized in writing by CSIC and the University, except when:

- He/she states in writing to CSIC and/or the University that he/she had previous knowledge of the information received and has proof of this circumstance;
- The information received came from a third party that did not demand secrecy;

- Disclosure of the information received is required by law or by a court or administrative injunction; or
- The information received has entered the public domain through other channels.

If, because of the work carried out, the Participant wishes to publish the results generated, to cite them in a dissertation, or to disseminate them in any other way, whether in whole or in part, he/she must request express written consent for the use thereof from CSIC and/or the University, through the Researcher in Charge.

Similarly, if during the Participant's stay at the Institute, he/she has access to biological or chemical materials or any other types of materials owned by CSIC and/or the University (hereinafter, "the Materials"), said Materials shall be considered CSIC and/or University property, irrespective of whether or not they were under any type of industrial or intellectual protection. If the Materials made available by CSIC and/or the University belong to third parties, the Participant shall be obliged to comply with the same conditions set forth in the agreement signed by CSIC and/or the University with said third party for access thereto and use thereof, of which he/she shall be previously informed.

Once the relationship between the Participant and CSIC and/or the University has ended, said confidentiality shall be maintained for an indefinite period or during the period required by any obligations assumed by CSIC and/or the University in projects with third parties, or during the period established in CSIC's and/or University's protection or disclosure strategy.

CSIC and/or the University, through the Institute, may require the Participant to immediately hand over information or materials generated or supplied during his/her stay; in addition, the Participant undertakes to destroy any tangible copy or copies thereof.

The Participant must inform CSIC and/or the University in writing should he/she wish to use the confidential information or the Materials after his/her stay at the Institute. Once his/her stay at the Institute is over, the Participant may only have access to or make any kind use of said confidential information or Materials with the prior written authorization of CSIC and/or the University, for which he/she must sign the corresponding collaboration agreement or Materials Transfer Agreement with CSIC and/or the University.

The following conditions regarding the **ASSIGNMENT OF RIGHTS**:

The Participant assigns to CSIC and the University all the property and ownership rights regarding the research results or outcomes generated as a result of his/her activity at CSIC, whether said results or outcomes constitute information or biological materials or materials of any other kind, even if the Participant took part in their generation.

CSIC and the University are free to decide whether to publish, disclose, or use the research results, to protect them through industrial or intellectual property titles recognized by law, or to keep them secret.

Any industrial or intellectual property titles or secrets that may be applied for shall be registered in the name of CSIC and/or the University or in the name of whomsoever CSIC and/or the University may designate. The Participant is obliged to sign all the documents necessary for any national or international application processes during the entire validity period of these titles.

As consideration, CSIC and/or the University shall bear all expenses relating to evaluation, application, processing, international extension, and maintenance in those places where protection for the research results is sought. Furthermore, **the Participant shall have the same profit-sharing rights in respect of the commercial exploitation of the research results as may correspond to any CSIC and/or University staff member, in proportion to his/her contribution to the obtainment thereof, pursuant to the rules established at CSIC and/or University.**

In all cases, the Participant shall be named as an essential author, inventor, or collaborator in the protection or trade secret titles applied for with respect to the research results in whose obtainment he/she was involved.

When the Participant considers that he/she has obtained research results that could be of commercial interest or could have an industrial application, he/she must inform the Researcher in Charge, in writing, as promptly as possible. The Researcher in Charge must then immediately inform the Management of the Institute as well as CSIC's Deputy Vice-Presidency for Knowledge Transfer (VATC) and the University Research Result Transfer Office (OTRI), entities responsible for such processes. The procedure for applying for the protection of results

must be conducted through the channels set forth in the applicable CSIC and University rules regarding industrial and intellectual property.

If, after a period of three months following said notification, CSIC and University has failed to show any interest in protecting these results, the Participant and the other inventors or authors, if any, may apply for the protection of the results in their own names, provided they comply with CSIC's and University internal rules in doing so.

The Participant must offer his/her collaboration to the extent necessary for the effectiveness of the rights assigned to CSIC and/or the University. This collaboration includes the signature of documents necessary for the processing of industrial or intellectual property titles, as well as their extension to other countries when so decided.

The Participant must report any changes of address to the Researcher in Charge and to the Director of the Institute so that he/she can be kept informed of his/her obligations regarding the processing of industrial or intellectual property titles in those countries in which CSIC and/or the University decides to extend them. If said details are not provided, CSIC and/or the University is authorized to act in representation of the Participant in order to continue with the necessary procedures.

Similarly, the Participant shall inform the Director of the Institute of the manner and place in which he/she wishes to receive the payments that may correspond to him/her in respect of profits arising from this Agreement.

For the purposes of any communications regarding this document, the contact details of the Participant are:

**Mr/Ms:**

**Email:**

**Street name:**

**Post code, City (Country):**

**Telephone:**

Management of the Institute as well as VATC of CSIC and OTRI of the University must be informed of any changes to these data so as to facilitate communications pertaining to the formalities involved in the process of protecting the results (including their possible international extension), as well as the notification of the rights, that may correspond to the Participant.

And in acceptance of the foregoing, the Participant signs this document in two counterparts in the place and on the date mentioned.

**The Participant**

**Researcher in Charge**

Mr/Ms

Mr/Ms

**Countersigned by the Director of the Centre**

Mr/Ms