

Appendix 2

**AGREEMENT REGARDING THE TREATMENT OF CONFIDENTIAL
INFORMATION FOR THE PREPARATION OF PROPOSAL NO.
_____, OR FOR THE CREATION OF MATERIAL
PROTECTED BY CONTRACT NO. _____**

Madrid, on _____, _____

AGREEMENT REGARDING THE TREATMENT OF CONFIDENTIAL INFORMATION

This agreement expresses the intent for _____ to release to _____ (the interested parties or the institution represented by the interested parties) technical information and/or to request the development of information for _____ to be charged to _____ .

It will be noted by both parties that this information is confidential, intended solely for the purposes herein provided. This includes all verbal or written information and data provided by _____ to which the interested parties will have access by virtue of the attached contract and request for quotation.

Regarding this type of information, shared verbally or in writing, both parties agree to the following terms.

1. All parties receiving the information agree:

A) To use the confidential information provided exclusively for the provision of services the information is intended for, avoiding by all means necessary the use of said information for any other purposes.

Furthermore, each entity will maintain intellectual property rights and any other proprietary rights over the information they share. This is also true for the mediums or tools containing said information. Any information exchanged between both parties will therefore respect and uphold these ownership rights.

The interested parties agree to protect all information received from the other entity to the very best of their ability, working to prevent theft or loss at all costs.

B) To not disclose, either personally and/or through employees or associates, any information deemed confidential within the activity that has been requested. If any confidential information must be disclosed to a third party, the entity must receive express written consent from _____.

C) To safeguard confidential information by adopting the appropriate security and protection measures pursuant to existing Spanish legislation on Data Protection.

2. _____ will return all written and available confidential information to _____ within a maximum period of TEN days from the moment in which _____ requests it. Entities will refrain from retaining photocopies or any other duplications of the confidential information.

3. Failure to comply with any of the aforementioned terms will result in indemnification, to be determined by the liquidated damages incurred.

4. The parties agree that any direct or indirect dispute, disagreement, matter or claim arising from the implementation or interpretation of this Agreement will be definitively resolved before the Courts and Tribunals of Madrid.

Signatory

Date

Signatory

Date