

Herrn  
Prof. Dr.-Ing. Martin Heilmaier  
Institut für Angewandte Materialien  
IAM-WK

**Rechtsangelegenheiten**

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Zeichen: 1832-17 (100)

Datum: 04.01.2018



**Vertraulichkeitsvereinbarung UACJ (Mexiko) IAM**

Unser Zeichen: 1832-17 (100) (Bitte im weiteren Schriftverkehr stets angeben)

Sehr geehrter Herr Prof. Dr.-Ing. Heilmaier,

anbei übersenden wir Ihnen ein vollständig unterzeichnetes Exemplar der o.g. Vertraulichkeitsvereinbarung mit der Bitte um Weiterleitung an den Vertragspartner. Ein vollständig unterzeichnetes Original des Vertrages verbleibt bei den Verhandlungsunterlagen in der DE-Recht.

Wir bitten Sie um Beachtung der vereinbarten Regelungen und weisen darauf hin, dass die Verpflichtung zur Vertraulichkeit auch über die Beendigung Ihres Arbeitsverhältnisses hinaus gilt.

Bitte berücksichtigen Sie, dass Sie vertrauliche Informationen, die das KIT im Rahmen dieser Vereinbarung erhält, nur für die Durchführung des Vertragszweckes an andere Beschäftigte des KIT weitergeben. Wir bitten Sie in diesem Fall, die entsprechende(n) Person(en) auf die Vertraulichkeit der Informationen unter Überlassung einer Kopie der abgeschlossenen Vertraulichkeitsregelungen hinzuweisen und die Überlassung der Vertraulichkeitsregelungen zu dokumentieren.

Mit freundlichen Grüßen

Michael Rendler  
Rechtsangelegenheiten

Anlagen: 1 Vertragsexemplar

# Mutual Non-Disclosure Agreement

## Mutual Non-Disclosure Agreement

This Non-Disclosure Agreement is entered into on this November 1, 2017 by and between the Karlsruher Institut für Technologie (KIT) for its Institut für Angewandte Materialien - Werkstoffkunde (IAM-WK), Campus Süd having its principal place of business at Kaiserstraße 12 76131 Karlsruhe, Germany and the legal representative of the Universidad Autónoma de Ciudad Juárez, a higher education institution whose principal place of business is located at Ave. Plutarco Elías Calles #1210, Fovissste Chamizal, Ciudad Juárez, Chihuahua, México.

In consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

### 1. Confidential Information

- (a) "Confidential Information" means any proprietary information that is disclosed by Disclosing Party (defined herein) to Receiving Party (defined herein) and identified as confidential or proprietary at the time of disclosure, or, if disclosed orally, which is identified as confidential or proprietary at the time of disclosure and such designation is confirmed in writing no later than thirty (30) days after such disclosure. Confidential information includes, without limitation, all proprietary information which relates to Disclosing Party's business (including without limitation, business plans, financial data, customer information, marketing plans, etc.), technology (including without limitation, technical drawings, designs, schematics, algorithms, technical data, product plans, research plans, software, etc.), products, services, trade secrets, know-how, formulas, processes, ideas, and inventions (whether or not patentable) and which should be reasonably understood by Receiving Party as the confidential or proprietary information of Disclosing Party.
- (b) Confidential Information shall not include any information that Receiving Party can document:
  - (i) is or falls into the public domain without fault of Receiving Party;
  - (ii) Receiving Party can show by written documentation was in its possession without any obligation of confidentiality prior to receipt from Disclosing Party;
  - (iii) is independently developed by Receiving Party without reference to the Confidential Information; or
  - (iv) is obtained by Receiving Party from a third party without any obligation of confidentiality to Disclosing Party.

## 2. Non-disclosure Obligations

- (a) Confidential Information of each party (“Disclosing Party”) shall be used by the other party (“Receiving Party”) solely for the purpose of evaluating whether or not the parties wish to enter into a business transaction regarding with investigation projects. For a period of five (5) years following the Effective Date, Receiving Party shall take all reasonable measures to protect the Confidential Information of Disclosing Party from falling into the public domain or the possession of persons other than those persons authorized to have any such Confidential Information, which measure shall include the degree of care that Receiving Party utilizes to protect its own information of a similar nature.
- (b) Nothing in this Agreement shall prohibit Receiving Party from disclosing Confidential Information of Disclosing Party if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding (“Required Disclosure”); provided that Receiving Party shall
- (i) give Disclosing Party reasonable notice of such Required Disclosure prior to disclosure;
  - (ii) co-operate with Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto, or
  - (iii) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.
- (c) the terms and conditions set out in this section shall survive this Agreement.

## 3. Custodians

The parties appoint the persons listed below as their custodians (“Custodians”) to receive and control, on their respective behalf, all Confidential Information of the respective parties pursuant to this Agreement. Either party may change its Custodian by giving written notice to the other Party of the name and address of its newly appointed Custodian.

### Foreign University Custodian:

Mtro. René Soto Cavazos  
Attorney Department  
Universidad Autónoma de Ciudad Juárez  
Av. Plutarco Elías Calles #1210, Fovissste  
Chamizal, Ciudad Juárez, Chihuahua, México  
  
Email: rsoto@uacj.mx

### University Custodian:

Prof. Dr. -Ing. Martin Heilmaier  
Karlsruher Institut für Technologie (KIT)  
Institut für Angewandte Materialien -  
Werkstoffkunde (IAM-WK), Campus Süd  
Engelbert-Arnold-Straße 4  
76131 Karlsruhe  
  
Room: 036 Building 10.91  
Phone: +49 721 608 46594  
Fax: +49 721 608 48044

#### 4. General Provisions

- (a) All Confidential Information of Disclosing Party is and shall remain the property of Disclosing Party. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, either express, implied or by estoppel, to any Confidential Information of Disclosing Party, or under any patent, copyright, trademark or trade secret of Disclosing Party. Disclosing Party does not make any representation or warranty with respect to the non-infringement of third party patents, copyrights, trademarks or trade secrets with respect to its respective Confidential Information.
- (b) ALL CONFIDENTIAL INFORMATION FURNISHED UNDER THIS AGREEMENT IS PROVIDED BY DISCLOSING PARTY "AS IS, WITH ALL FAULTS." DISCLOSING PARTY DOES NOT MAKE ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, FITNESS FOR USE, NON-INFRINGEMENT OR OTHER ATTRIBUTES OF ITS CONFIDENTIAL INFORMATION.
- (c) The term of this Agreement shall be 1 year from the Effective Date, unless otherwise extended or renewed. This Agreement may be terminated earlier by either Party upon written notice that that party has decided not to enter into the business transaction or agreement contemplated by the parties hereto.
- (d) Immediately upon
  - (i) the decision in writing by either party not to enter into the transaction or agreement contemplated by the parties hereto, or
  - (ii) written request by Disclosing Party at any time, Receiving Party shall return to Disclosing Party all copies or extracts of Disclosing Party's Confidential Information, in any medium, or certify, in writing by an authorized officer of Receiving Party, the destruction of the same to Disclosing Party.
- (d) Receiving Party shall not assign or transfer this Agreement or any of its rights hereunder or delegate any of its obligations hereunder (except by merger, acquisition, or operation of law) without the prior written consent of the other party, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties, their permitted successors and permitted assigns.
- (e) Nothing in this Agreement shall be construed to require Disclosing Party to disclose any Confidential Information to Receiving Party or to negotiate or enter into any business transaction with Receiving Party.
- (f) The parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties. Neither party's officers or employees, agents or contractors shall be deemed officers, employees, agents or contractors of the other party for any purpose. Each party shall be deemed to be acting solely on its own behalf and has no authority to incur obligations or perform any acts or make any statements on behalf of the other party. Neither party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other party.
- (g) All notices related to the administration of this Agreement will be delivered (i) by registered or certified mail, postage prepaid, (ii) by courier service, or (iii) by facsimile to the following addresses of the respective parties:

**Foreign University:**

Manuel Ramos, PhD  
Instituto de Ingeniería y Tecnología  
450 Avenida del Charro, Edf. G Cubiculo A-301.  
Cd. Juárez, Chihuahua, México C.P. 32310  
manuel.ramos@uacj.mx  
Phone:+52(656) 688-2100, Ext. 4986

**For the University:**

Prof. Dr. -Ing. Martin Heilmaier  
Karlsruher Institut für Technologie (KIT)  
Institut für Angewandte Materialien -  
Werkstoffkunde (IAM-WK), Campus Süd  
Engelbert-Arnold-Straße 4  
76131 Karlsruhe

Room: 036 Building 10.91

Phone: +49 721 608 46594

Notices shall be effective on the fifth (10<sup>th</sup>) business day following the date of mailing if mailed, upon documented receipt if sent by courier service, or upon transmission if sent by electronic mail. A party may change its address listed above by notice to the other party.

- (h) This Agreement shall be construed and governed by the laws of Germany, without giving effect to its conflict of law principles. The parties hereby submit to the personal jurisdiction of, and agree that any legal proceeding with respect to or arising under any action commenced by either party shall be brought solely in, the courts of Karlsruhe having subject matter jurisdiction.
- (i) The Partners shall be liable only for property damage and financial loss caused by intent or gross negligence.
- (j) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understanding and agreements between them respecting the subject matter hereof. It shall not be modified except by a written agreement signed by both parties. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (k) More than one counterpart of this Agreement may be executed by the parties hereto, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties hereto on the date first written above.

**UNIVERSIDAD AUTÓNOMA DE CIUDAD JUÁREZ**

Per: \_\_\_\_\_

Name: RENE SOTO CAVAZOS

Title: ATTORNEY

Date: NOVEMBER 17, 2017

Per: \_\_\_\_\_

Name: MANUEL RAMOS, PhD

Title: PRINCIPAL INVESTIGATOR  
MATHEMATICS AND PHYSICS DEPARTMENT

Date: NOVEMBER 17, 2017

**Karlsruher Institut für Technologie**

*M. Rendler*      *O. Witte*

Name: Michael Rendler and Oliver Witte

Title: Legal Counsel

Legal Department

Date: 04.01.2018