

Non-disclosure commitment for participants in the IE AI Hackathon

To Whom It May Concern:

I am a registered student at one of the following programs: “Master in Business Analytics & Big Data”, Master in Computer Science & Business Technology”, “Bachelor in Computer Science & Artificial Intelligence”, “Bachelor in Data & Business Analytics”, “Dual Bachelor in Business Administration and Data and Business Analytics”, “Bachelor in Politics, Law, Economics, Data & Business Analytics”, Bachelor in Business Administration, Data & Business Analytics”, “Master in Management” and I realize that, by participating in the IE AI Hackathon, I will work on projects submitted by Participating Companies. As such, I will receive sensitive information: my signature indicates that I have read, understand, and agree with the statements below.

I understand that the Participating Company will provide me with sensitive material and information that is critical to the success of the Project, and is considered Confidential Information.

“Confidential Information” shall mean all trade secrets and other proprietary and confidential information relating to the Participating Company, and its affiliates, including products, formulas, designs, patterns, computer data or programs, know-how, data, existing and prospective customer, vendor, and supplier lists and files, methods of conducting business, financial and accounting statements and records, business plans, budgets and projections, prospective customer proposals, technical information, marketing materials and concepts, and any other information designated as Confidential Information by the Participating Company.

Confidential Information shall not include information which: (1) becomes publicly available without breach of any obligation of confidentiality owing to the Participating Company; (2) becomes available to the undersigned on a non-confidential basis from a third party; or (3) is required by applicable law, rule, regulation or order to be disclosed, provided that the undersigned shall provide the Participating Company with prompt notice of any such order prior to disclosure so that appropriate protective orders may be sought and the undersigned shall reasonably cooperate without charge with the Participating Company should the Participating Company wish to act in or contest such matter, and the undersigned shall in such regard execute all documents reasonably requested by the Participating Company.

I recognize and acknowledge that (1) while I work on the Project submitted by the Participating Company, I may acquire Confidential Information; (2) the Confidential Information is the property of the Participating Company; (3) the use, misappropriation or disclosure of the Confidential Information would constitute a breach of trust to the Participating Company; and (4) it is essential to the protection of the Participating Company’s goodwill that the Confidential Information be kept secret and that I do not disclose the Confidential Information to others or use the Confidential Information to my own advantage or the advantage of others or in any way to disadvantage the Participating Company.

As a result of the foregoing, I agree to hold and safeguard the Confidential Information in trust for the Participating Company and not to, without the prior written consent of the Participating Company, misappropriate or intentionally disclose or make available any Confidential Information to anyone for use outside the Participating Company at any time, except as required to participate in the Project with the Participating Company. I shall not, either during the course of my work with the Participating Company or afterwards, directly or indirectly, use for any purpose, disclose to any person or entity, acquire by any improper means, or otherwise misappropriate, any of the Participating Company’s Confidential Information, whether or not the information is acquired, learned or developed by me alone or in conjunction with others. I agree to return or destroy all materials, documents, files, records and other materials or copies thereof relating to the Participating Company promptly at the end of the semester. In addition, I acknowledge that my obligations and the rights and remedies of the Participating Company under this Section are cumulative and in addition to, and not in lieu of, any obligations, rights, or remedies created by applicable law relating to misappropriation or theft of Confidential Information.

I hereby grant the AI Hackathon organizers and the Participating Company, without restrictions, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the solution prepared for the AI Hackathon Edition November 2023 ("Competition").

I represent and warrant that, to the best of my knowledge, any work product is original work and is not within the intellectual property rights of any third party. Under no circumstances will IE be liable to me or any third party for any damages, direct or otherwise, arising out of use of this AI Hackathon work product.

I agree to participate as required in promotional activities relating to the Competition, including but not limited to, being interviewed, and photographed. If I am the winner I agree to grant the organizers (IE) and the Participating Company a perpetual and non-exclusive license to use such footage and photographs in all media worldwide.

Participant's Name: Luca Zosso

Participant's Passport or DNI: X8959705

Signature: _____



Date: 30 / 10 / 2023

Participating Company: FOQUM