



Non-Disclosure / Confidentiality Agreement (NDA)

of the Viral & Human Genomics Laboratory BSL-3 Facility,
San Luis Potosí State University's (UASLP) Faculty of Medicine
(27/mar/2025, version 10.0)

I () in representation of
() enter this
Non-Disclosure Agreement as requested by the Viral & Human Genomics BSL-3 Laboratory of
the Faculty of Medicine of the Autonomous University of San Luis Potosí represented by Dr.
Christian A. García-Sepúlveda having its only offices at Venustiano Carranza #2405, Colonia
Filtros CP. 78210 in the city of San Luis Potosí, San Luis Potosí state, Mexico for the purpose of
preventing the unauthorized use and disclosure of Sensitive or Confidential Information as
defined below.

The execution of this agreement is based on the fact that the infrastructure of the LGVH,
classified as a high-containment biological facility with Biosafety Level 3 (BSL-3), falls within the
definition of a national strategic facility, as established by Mexico's General Law of the National
Public Security System, Title Eleven – On Strategic Facilities (latest amendment published in the
Official Gazette of the Federation on April 25, 2023). Said legislation defines strategic facilities
as those spaces, buildings, constructions, furnishings, equipment, and other assets intended for
the operation, maintenance, and functioning of activities considered strategic by the Political
Constitution of the United Mexican States, as well as those aimed at safeguarding the integrity,
stability, and continuity of the Mexican State, in accordance with the provisions of the National
Security Law.

Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall mean any information,
material, data, knowledge, or documentation, in any format or medium (oral, written, electronic,
digital, visual, physical, or otherwise), that is disclosed directly or indirectly by either party,
including but not limited to scientific, technical, academic, commercial, legal, operational,
personal, administrative, or managerial secrets, as well as proprietary information that is
protected or subject to protection, and that is not part of the public domain at the time of
disclosure and whose access, use, reproduction, or transmission is restricted.

1. Experimental data, laboratory results, methodologies, protocols, technical or administrative procedures;
2. Information related to ongoing projects, research proposals, diagnostics, analytical tools, technologies under evaluation or implementation, and innovative products or services;



3. Internal documents, strategic plans, reports, analyses, preliminary or final studies, memoranda, databases, and digital files;
4. Information related to human resources, staff profiles, patients, sample donors, or beneficiaries of external diagnostic services, internal evaluations, security systems, and access control;
5. Sensitive information related to pathogenic organisms, biological samples, genetic sequences, vectors, laboratory animals, and/or any material subject to regulation under national or international biosecurity standards;
6. Any other information whose unauthorized disclosure could cause harm to the activities, reputation, safety, or current or future interests of the LGVH, its collaborators, the Universidad Autónoma de San Luis Potosí, or any third party holding agreements with the LGVH;
7. Information regarding facilities, layout of laboratory areas, equipment and instruments or their geographic location, access routes, and vulnerabilities;
8. Commercial information including quotations, service provision, invoices, agreements, contracts, collaborations, and any other financial or business-related interactions between the LGVH and external parties;
9. Research project results or findings, along with preliminary data not yet in the public domain, including raw data, databases, charts, images, diagrams, tables, illustrations, presentations, protocols, or personal communications (whether in source documents or through photographic or videographic means);
10. Access control credentials, personal identification numbers (PINs), passwords, wireless router access codes, magnetic cards, bioinformatics tools, databases, software licenses, online applications, internet subscriptions, emails, software, or physical keys to laboratory spaces and instruments;
11. Information related to prototypes, technological developments, documents or other materials subject to intellectual property protection, including patentable inventions or copyrightable works;
12. Data concerning strategic materials held in custody by the LGVH, including nuclear or fissile material, forensic samples, hazardous substances, explosive and/or flammable materials, biological specimens, and any material capable of being used for illicit or



- criminal activities causing death, illness, or harm to people, animals, or the environment;
13. Data that could reveal the presence or handling of biohazardous materials, biological agents, genetically modified organisms, and hazardous procedures involving biological material subject to biosecurity protection protocols;
 14. Information related to experimentation on, or sampling of, animals;
 15. Information related to forensic samples, forensic evidence, or legal documents stored in the laboratory;
 16. Information regarding medical or epidemiological findings discovered during field studies or research projects that, if made public, could have harmful effects on the population;
 17. Information related to work with genetically modified organisms, recombinant viral technology, and any specifically detailed processes involving the handling of pathogenic nucleic acids;
 18. Any information related to collaborations with other institutions, including government agencies, public health laboratories, hospitals and public or private health institutions, and local, regional, national, or international organizations.

Obligations of the Signatory

The signatory agrees to comply with the responsibilities outlined in this Agreement both during and after the duration of any form of relationship established with the LGVH, whether as a visitor, student, collaborator, employee, commercial associate, consultant, advisor, vendor, supplier, or otherwise. These obligations shall remain in effect in perpetuity, even after the termination of said relationship.

The signatory acknowledges and accepts that any breach of the provisions set forth in this Agreement may result in the imposition of academic, administrative, and/or legal sanctions, in accordance with applicable institutional regulations and national laws.

The signatory expressly undertakes not to disclose, share, transfer, or communicate by any means or channel—whether verbal, written, visual, graphic, electronic, or printed—any information that is considered confidential or sensitive, which has been disclosed or to which access has been granted in the context of their relationship with the LGVH.

Likewise, the signatory commits not to reveal any information regarding vulnerabilities or



weaknesses identified in the laboratory's biosafety, cybersecurity, or physical security systems, including any physical, technical, or human elements, the disclosure of which could compromise the integrity or security of LGVH personnel, facilities, or safeguarded materials.

The signatory affirms having been informed and accepts that all scientific, academic, technical, operational, legal, or epidemiological information derived from their activities within the laboratory, or directly or indirectly related to the LGVH's projects and operations, is the exclusive property of the laboratory, represented by its Principal Investigator, Dr. Christian Alberto García-Sepúlveda, and may not be used, published, or disclosed without his prior, express, and written authorization.

Furthermore, the signatory agrees not to disclose to third parties any information that could endanger the life, physical or moral integrity, safety, or participation of any LGVH personnel, nor to engage in actions or omissions that violate the principles of confidentiality, loyalty, and professionalism outlined in this Agreement.

The signatory accepts the responsibility to actively safeguard compliance with the obligations established herein and commits to immediately report any infraction or violation of this Agreement, whether committed by themselves or by third parties, to the relevant authorities of the LGVH or the Universidad Autónoma de San Luis Potosí.

The LGVH authorities and the corresponding hierarchical structure of the Universidad Autónoma de San Luis Potosí reserve the right to apply any administrative, academic, or legal sanctions deemed appropriate to any individual—whether affiliated with the LGVH or not—who engages in the unauthorized disclosure of confidential or sensitive information, as provided for in this document.

This Agreement has been drafted in accordance with the provisions of the Federal Law on the Protection of Personal Data Held by Private Parties, published in the Official Gazette of the Federation on July 5, 2010.

Signee	Signature
	Name
	ID number
LGVH Authority	Signature
	Dr. Christian A. García Sepúlveda
	IDMEX2181814511