

## **ACADEMIC PAPERS SUBJECT TO CONFIDENTIALITY PROCESSES**

PROTOCOL FOR THEIR AUTHORISATION, PRESENTATION,  
DEFENSE, EVALUATION, DEPOSIT AND PUBLICATION

VICE-RECTORATE FOR INSTITUTIONAL RELATIONS AND GENERAL SECRETARY'S OFFICE  
UNIVERSITY SAN PAULO-CEU  
Madrid, June 8, 2022

## **PURPOSE OF THE PROTOCOL**

The purpose of this Protocol is to regulate the process of authorization, presentation, defense, evaluation, deposit, and publication of the Academic Papers (AP) of Universidad San Pablo-CEU that require special protection because they are subject to confidentiality agreements with companies or because they contain sensitive information.

Its purpose is to guarantee the protection of the results of research carried out within the framework of Final Bachelor's degree Projects (TFG), Master's degree Projects (TFM), Expert Graduate Course Final Projects (TFE) or any other academic work that so requires.

### **Request for authorization of confidentiality treatment for Academic Work.**

**1.-** Once the elaboration of the Academic Paper has been completed, the student author of the same may request to his/her School that the presentation, defense, evaluation, deposit, and publication of the same be carried out in accordance with the specifications contained in this Protocol.

**2.-** The application shall be formalized by the student at the Secretary's Office of his/her School, according to the models attached to this Protocol as Annexes I, II and III, which shall be accompanied by the following documentation:

- Favorable report to the request of the Academic Tutor or Director of the AP
- A copy of the AP, signed by the student and by the student's Academic Tutor or Director.
- An encrypted copy of the AP, signed by the student and by the Academic Tutor or Director. This copy must allow the global visualization of the work, so that only the essential elements to ensure the protection of the information will be encrypted.
- Documents proving that the AP is subject to confidentiality agreements with companies or that it contains sensitive information.

**3.-** The School may ask the student to modify the content or format of the encrypted copy, in case it does not meet the requirements, and to provide any additional documentation deemed appropriate to assess the application.

**4.-** The School will resolve the request and will accept it when it is proven that confidentiality is absolutely essential. The agreement will be notified to the applicant student, to the Academic Tutor or Director of the AP and to the Evaluation Tribunal in charge of evaluating the defense of the same.

The Academic Tutor, the Director and the members of the Evaluation Tribunal will maintain absolute confidentiality regarding the content of the AP, all of them signing the corresponding commitment, which is attached to this Protocol as Annexes IV, V, VI, VII, VIII, IX, X, XI and XII. Said document shall state the obligation to:

- Maintain the confidentiality of any information contained in the work.

- Not to use, reproduce, copy, or disclose the contents of the AP subject to confidentiality, except for the proceedings entrusted to him/her as a member of the Evaluation Tribunal.
- Custody of the information to prevent it from being disclosed to third parties without the prior express written permission of the AP author.
- Return, if applicable, the printed material and computer files of the AP that were ceded to it, once the appraisal has been completed.
- If not requested to be returned, destroy the printed material and computer files of the AP, once the appraisal has been completed.

**6.-** The application and the signed confidentiality commitments will be kept by the Secretary of the School, and a copy will be given to the student and another copy to the Academic Tutor or Director of the AP, if so requested.

**7.-** In the event that the School decides in favor of the application, it will also authorize the deposit of the encrypted copy of the AP.

### **Quality assurance of the Academic Work.**

In those cases in which the regulations of Universidad San Pablo-CEU require some external element to the AP itself to ensure its quality, the Academic Tutor or Director of the same may submit to the Evaluation Tribunal at least two individual reports made by specialists in the field to which the work refers. Each of the specialists must previously sign a confidentiality commitment.

### **Acceptance and confidentiality agreement of the members of the Evaluation Tribunal.**

The members of the AP Evaluation Tribunal, who will be expressly warned that the AP is subject to a protection process, will have access to the complete version of the work. Before sending the work to the members of the tribunal, the Presidency of the body that appoints them will request from them the corresponding confidentiality commitment, duly signed. The document stating the appointment of the panel shall be attached to this undertaking.

### **Defense and evaluation of the Academic Paper.**

The defense of the AP will be in accordance with the regulations of Universidad San Pablo-CEU. However, in those cases in which the defense is public, the Chair of the tribunal may agree, after hearing the rest of its members, that this body will discuss behind closed doors any type of question related to the complete content of the work. In the qualification report of the AP, it will be expressly mentioned that the presentation of its content was carried out maintaining the confidentiality of the original results of the research.

### **Certificate of processing under confidentiality.**

Once the corresponding School verifies that the AP was processed in accordance with

the procedure established in these regulations, will issue a certificate stating that the process of authorization, presentation, defense, evaluation, deposit and publication was carried out under confidentiality. This certificate will be delivered to the student and to the Academic Tutor or Director of the work.

### **Deposit of the Academic Paper.**

For documentation and archiving purposes, a complete and sealed copy of each AP evaluated as apt will be deposited at the Secretary's Office of the corresponding School, as well as an encrypted copy.

### **Publication of Academic Work.**

The publication in the corresponding open repository will be carried out, if applicable, when the protection process has been completed, a circumstance that the author of the AP and the Academic Tutor or Director of the same will duly communicate to the corresponding School, which will be in charge of notifying the appropriate authorities.

### **Use of contents subject to confidentiality in Academic Papers.**

1.- In those cases in which the AP involves the use of knowledge or content subject to protection via patent/intellectual property/confidentiality clause owned by Universidad San Pablo-CEU, or derived from contracts signed by Universidad San Pablo-CEU with other companies or institutions, the Academic Tutor or Director of the same must communicate and request the use of such content/knowledge to the Office for the Transfer of Research Results (OTRI). In case of receiving authorization for its use, both the student and the Academic Tutor or Director of the AP must sign the corresponding confidentiality agreement, with the approval of the OTRI Management.

2.- Once authorization has been obtained from the OTRI for the use of the requested contents, the deposit of the corresponding AP will be accompanied by a copy of the same and a request will be made for the confidential treatment of the work, if necessary.

**ANNEX I**

**REQUEST FOR CONFIDENTIALITY OF THE BACHELOR'S DEGREE FINAL PROJECT**

Mr/Mrs. \_\_\_\_\_, with National ID \_\_\_\_\_,  
student of the studies of \_\_\_\_\_

**EXPOSES**

That for the following reasons:

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**REQUEST**

That the Final Bachelor's degree Project (TFG) submitted for its defense with the title \_\_\_\_\_

is considered confidential for the period indicated below and, therefore, is not allowed to be consulted through the University Library repository or accessed by any other means.

☐ 12 months    ☐ 24 months    ☐ Indefinite

Madrid, on XX XXXX, XXXX of XXXX

Signature of the student

Approved by the Director of the TFG

**DEAN OF THE SCHOOL XXXXXX**

**Note:** This application must be accompanied by a copy of the TFG signed by the student and by the person in charge of the direction of the same, as well as the documents accrediting that the work is subject to the need for confidentiality (if applicable, confidentiality agreement with the collaborating institution).

## ANNEX II

### REQUEST FOR CONFIDENTIALITY OF THE MASTER'S DEGREE FINAL PROJECT

Mr./Mrs. \_\_\_\_\_, with National ID \_\_\_\_\_,  
student of the studies of \_\_\_\_\_

#### EXPOSES

That for the following reasons:

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#### REQUEST

That the Final Master's Degree Project (TFM) presented for defense with the title

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is considered confidential for the period indicated below and, therefore, is not allowed to be consulted through the University Library repository or accessed by any other means.

☐ 12 months    ☐ 24 months    ☐ Indefinite

Madrid, on XX XXXX, XXXX of XXXX

Signature of the student

Approved by the Director of the TFG

**DEAN OF THE SCHOOL XXXXXX**

**Note:** This application must be accompanied by a copy of the TFM signed by the student and by the person in charge of the direction of the same, as well as the documents accrediting that the work is subject to the need for confidentiality (if applicable, confidentiality agreement with the collaborating institution).

### ANNEX III

#### REQUEST FOR CONFIDENTIALITY OF THE EXPERT GRADUATE COURSE FINAL PROJECT

Mr./Mrs. \_\_\_\_\_, with National ID \_\_\_\_\_,  
student of the studies of \_\_\_\_\_

#### EXPOSES

That for the following reasons:

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#### REQUEST

That the EXPERT GRADUATE COURSE FINAL PROJECT (TFE) presented for defense with the title

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is considered confidential for the period indicated below and, therefore, is not allowed to be consulted through the University Library repository or accessed by any other means.

☐ 12 months    ☐ 24 months    ☐ Indefinite

Madrid, XX, XXXX, XXXX of XXXX

Signature of the student

Approved by the Director of the TFE

**DEAN OF THE SCHOOL XXXXXX**

**Note:** This application must be accompanied by a copy of the TFE signed by the student and by the person in charge of the direction of the same, as well as the documents accrediting that the work is subject to the need for confidentiality (if applicable, confidentiality agreement with the collaborating institution).

#### ANNEX IV

#### REQUEST FOR CONFIDENTIALITY OF BACHELOR'S DEGREE FINAL PROJECT

Mr./Mrs. \_\_\_\_\_  
Professor of the Department of \_\_\_\_\_  
of the School of \_\_\_\_\_  
\_\_\_\_\_

#### EXPOSES

**FIRST:** That he/she is the Academic Tutor of the Final Bachelor's degree Project (TFG) entitled\_  
\_\_\_\_\_  
whose author is Mr./Mrs. \_\_\_\_\_

**SECOND.-** That certain sections or the whole of the same have been declared confidential.

By virtue of the foregoing, **IT UNDERTAKES TO**

**FIRST:** To maintain the confidentiality of any information contained in the TFG.

**SECOND.-** Not to use, reproduce or disclose the contents of the TFG subject to confidentiality, except for the actions entrusted to him/her as Academic Tutor.

**THIRD.-** To safeguard the information to prevent it from being disclosed to third parties without prior express written permission from the author of the TFG, except in the case that:

1. The recipient can prove that he or she had prior knowledge of this information through a legitimate channel.
2. Becomes public knowledge information by means unrelated to any action or omission of the recipient.
3. Is lawfully obtained by the recipient by means other than those of the originator of the information.

Madrid, on XXXX, XXXX of XXXX

Signature of the Academic Tutor



**ANNEX V**

**CONFIDENTIALITY AGREEMENT FOR THE ACADEMIC TUTOR  
OF MASTER'S DEGREE FINAL PROJECT**

MR./MS. \_\_\_\_\_

Professor of the Department of \_\_\_\_\_

of the School of \_\_\_\_\_

\_\_\_\_\_

**EXPOSES**

**FIRST:** That he is the Academic Tutor of the Master's Final Project (TFM) entitled \_\_\_\_\_

\_\_\_\_\_

whose author is Mr./Mrs. \_\_\_\_\_

**SECOND.-** That certain sections or the totality of the same have been declared confidential.

By virtue of the foregoing, **IT COMMITS TO**

**FIRST:** To maintain the confidentiality of any information contained in the TFM.

**SECOND.-** Not to use, reproduce or disclose the content of the TFM subject to confidentiality, except for the actions entrusted to him/her as Academic Tutor.

**THIRD.-** To safeguard the information to prevent it from being disclosed to third parties without prior express written permission from the author of the TFM, except in the event that:

1. The recipient can prove that he or she had prior knowledge of this information through a legitimate channel.
2. Becomes public knowledge information by means unrelated to any action or omission of the recipient.
3. Is lawfully obtained by the recipient by means other than those of the originator of the information.

Madrid, on XXXX, XXXX of XXXX

Signature of the Academic Tutor

**ANNEX VI**

**CONFIDENTIALITY AGREEMENT FOR THE ACADEMIC  
TUTOR OF XPERT GRADUATE COURSE FINAL PROJECT**

Mr./Mrs. \_\_\_\_\_

Professor of the Department of \_\_\_\_\_

of the School of \_\_\_\_\_

\_\_\_\_\_

**EXPOSES**

**FIRST:** That he is the Academic Tutor of the EXPERT GRADUATE COURSE FINAL PROJECT (TFE) entitled

\_\_\_\_\_

whose author is Mr./Mrs. \_\_\_\_\_

**SECOND.-** That certain sections or the totality of the same have been declared confidential.

By virtue of the foregoing, **IT COMMITS TO**

**FIRST.-** To maintain the confidentiality of any information contained in the TFE.

**SECOND.-** Not to use, reproduce or disclose the contents of the TFE subject to confidentiality, except for the actions entrusted to him/her as Academic Tutor.

**THIRD.-** Custody the information to prevent it from being disclosed to third parties without prior express written permission from the author of the TFE, except in the event that:

1. The recipient can prove that he or she had prior knowledge of this information through a legitimate channel.
2. Becomes public knowledge information by means unrelated to any action or omission of the recipient.
3. Is lawfully obtained by the recipient by means other than those of the originator of the information.

Madrid, on XXXX, XXXX of XXXX

Signature of the Academic Tutor

**ANNEX VII**

**CONFIDENTIALITY AGREEMENT FOR THE DIRECTOR OF  
EXPERT GRADUATE COURSE FINAL PROJECT**

Mr./Mrs. \_\_\_\_\_ Professor  
of the Department of / position \_\_\_\_\_ of the School of / of the company \_\_\_\_\_

**EXPOSES**

**FIRST.-** That he is the Director of the Bachelor's degree Final Project (TFG) entitled \_\_\_\_\_

\_\_\_\_\_ whose author is Mr./Mrs. \_\_\_\_\_

**SECOND.-** That certain sections or the totality of the same have been declared confidential.

By virtue of the foregoing, **IT COMMITS TO**

**FIRST:** To maintain the confidentiality of any information contained in the TFG.

**SECOND.-** Not to use, reproduce or disclose the contents of the TFG subject to confidentiality, except for the actions entrusted to him/her as Director.

**THIRD.-** To safeguard the information to prevent it from being disclosed to third parties without prior express written permission from the author of the TFG, except in the case that:

1. The recipient can prove that he or she had prior knowledge of this information through a legitimate channel.
2. Becomes public knowledge information by means unrelated to any action or omission of the recipient.
3. Is lawfully obtained by the recipient by means other than those of the originator of the information.

Madrid, on XXXX, XXXX of XXXX

Director's signature

**ANNEX VIII**

**CONFIDENTIALITY AGREEMENT FOR THE DIRECTOR  
OF MASTER'S DEGREE FINAL PROJECT**

Mr./Mrs. \_\_\_\_\_ Professor of the Department of /  
position \_\_\_\_\_ of the School of / of the company \_\_\_\_\_

**EXPOSES**

**FIRST:** That he is the Director of the Master's degree Final Project (TFM) entitled \_\_\_\_\_

whose author is Mr./Mrs. \_\_\_\_\_

**SECOND.-** That certain sections or the totality of the same have been declared confidential.

By virtue of the foregoing, **IT COMMITS TO**

**FIRST.-** To maintain the confidentiality of any information contained in the TFM.

**SECOND.-** Not to use, reproduce or disclose the content of the TFM subject to confidentiality, except for the actions entrusted to him/her as Director.

**THIRD.-** To safeguard the information to prevent it from being disclosed to third parties without prior express written permission from the author of the TFM, except in the event that:

1. The recipient can prove that he or she had prior knowledge of this information through a legitimate channel.
2. Becomes public knowledge information by means unrelated to any action or omission of the recipient.
3. Is lawfully obtained by the recipient by means other than those of the originator of the information.

Madrid, on XXXX, XXXX of XXXX

Director's signature

**ANNEX IX**

**CONFIDENTIALITY AGREEMENT FOR THE DIRECTOR  
OF EXPERT GRADUATE COURSE FINAL PROJECT**

Mr./Mrs. \_\_\_\_\_ Professor of the Department of /  
position \_\_\_\_\_ of the School of / of the company \_\_\_\_\_

**EXPOSES**

**FIRST:** That he is the Director of the EXPERT GRADUATE COURSE FINAL PROJECT (TFE) titled

\_\_\_\_\_

whose author is Mr./Mrs. \_\_\_\_\_

**SECOND.-** That certain sections or the totality of the same have been declared confidential.

By virtue of the foregoing, **IT COMMITS TO**

**FIRST.-** To maintain the confidentiality of any information contained in the TFE.

**SECOND.-** Not to use, reproduce or disclose the contents of the TFE subject to confidentiality, except for the actions entrusted to him/her as Director.

**THIRD.-** Custody the information to prevent it from being disclosed to third parties without prior express written permission from the author of the TFE, except in the event that:

1. The recipient can demonstrate that he/she had prior knowledge of this information through a legitimate channel.
2. Becomes public knowledge information by means unrelated to any action or omission of the recipient.
3. Is lawfully obtained by the recipient by means other than those of the originator of the information.

Madrid, on XXXX, XXXX of XXXX

Director's signature

## ANNEX X

### CONFIDENTIALITY AGREEMENT FOR TRIBUNAL MEMBERS OF EXPERT GRADUATE COURSE FINAL PROJECT

Mr./Mrs. \_\_\_\_\_ Professor of the Department of /  
position \_\_\_\_\_ of the School of / of the company \_\_\_\_\_

#### EXPOSES

**FIRST:** That he has been proposed as a member of the Tribunal that will assess the  
Bachelor's degree Final Project (TFG) entitled \_\_\_\_\_  
\_\_\_\_\_

whose author is Mr./Mrs. \_\_\_\_\_

**SECOND.-** That certain sections or the totality of the same have been declared confidential.

By virtue of the foregoing, **IT COMMITS TO**

**FIRST:** To maintain the confidentiality of any information contained in the TFG.

**SECOND.-** Not to use, reproduce or disclose the contents of the TFG subject to confidentiality, except for the actions entrusted to him/her as a member of the Evaluation Tribunal in the act of public defense.

**THIRD.-** To safeguard the information to prevent it from being disclosed to third parties without prior express written permission from the author of the TFG, except in the case that:

1. The recipient can demonstrate that he or she had prior knowledge of this information through a legitimate channel.
2. Becomes public knowledge information by means unrelated to any action or omission of the recipient.
3. Is lawfully obtained by the recipient by means other than those of the originator of the information.

Madrid, on XXXX, XXXX of XXXX

Signature of the Tribunal member

**Note:** This commitment must be accompanied by the document appointing the Tribunal.

**ANNEX XI**

**CONFIDENTIALITY AGREEMENT FOR TRIBUNAL MEMBERS  
OF MASTER'S THESIS**

Mr./Mrs. \_\_\_\_\_ Professor of the Department of /  
position \_\_\_\_\_ of the School of / of the company \_\_\_\_\_

**EXPOSES**

**FIRST:** That I have been proposed as a member of the Tribunal that will evaluate the Master's degree Final Project entitled \_\_\_\_\_

whose author is Mr./Mrs. \_\_\_\_\_

**SECOND.-** That certain sections or the totality of the same have been declared confidential.

By virtue of the foregoing, **IT COMMITS TO**

**FIRST:** To maintain the confidentiality of any information contained in the TFM.

**SECOND.-** Not to use, reproduce or disclose the content of the TFM subject to confidentiality, except for the actions entrusted to him/her as a member of the Evaluation Tribunal in the act of public defense.

**THIRD.-** To safeguard the information to prevent it from being disclosed to third parties without prior express written permission from the author of the TFM, except in the event that:

1. The recipient can prove that he or she had prior knowledge of this information through a legitimate channel.
2. Becomes public knowledge information by means unrelated to any action or omission of the recipient.
3. Is lawfully obtained by the recipient by means other than those of the originator of the information.

Madrid, on XXXX, XXXX of XXXX

Signature of the Tribunal member

**Note:** This commitment must be accompanied by the document appointing the Tribunal.

## **ANNEX XII**

### **CONFIDENTIALITY AGREEMENT FOR TRIBUNAL MEMBERS OF EXPERT GRADUATE COURSE FINAL PROJECT**

Mr./Mrs. \_\_\_\_\_ Professor of the Department of /  
position \_\_\_\_\_ of the School of / of the company \_\_\_\_\_

#### **EXPOSES**

**FIRST:** That he has been proposed as a member of the Tribunal that will assess the  
GRADUATE COURSE FINAL PROJECT (TFE) entitled \_\_\_\_\_

\_\_\_\_\_ whose author is Mr./Mrs. \_\_\_\_\_

**SECOND.-** That certain sections or the totality of the same have been declared confidential.

By virtue of the foregoing, **IT COMMITS TO**

**FIRST.-** To maintain the confidentiality of any information contained in the TFE.

**SECOND.-** Not to use, reproduce or disclose the contents of the TFE subject to confidentiality, except for the actions entrusted to him/her as member of the Evaluation Tribunal in the act of public defense.

**THIRD.-** Custody the information to prevent it from being disclosed to third parties without prior express written permission from the author of the TFE, except in the event that:

1. The recipient can prove that he or she had prior knowledge of this information through a legitimate channel.
2. Becomes public knowledge information by means unrelated to any action or omission of the recipient.
3. Is lawfully obtained by the recipient by means other than those of the originator of the

Madrid, on XXXX, XXXX of XXXX

Signature of the Tribunal member

**Note:** This commitment must be accompanied by the document appointing the Tribunal.