

## NON-DISCLOSURE AGREEMENT

This "Non-Disclosure Agreement" (hereinafter the "Agreement") made by and between:

[Corporate name], Tax Code and V.A.T. number ....., in person of its legal representative ....., who also signs on its own behalf

### AND

[Researcher's name] born in [place] on [date of birth], Tax Code number [●], resident in [City, Street/Square, Nr., P.O. Box] [alternatively in case the department undertakes the commitment ..... (name of the Administrative Unit) of the University of Florence, Tax Code/V.A.T. number ..... with registered office in ..... (hereinafter the "ADMINISTRATIVE UNIT") represented by ..... as .....

Hereinafter also, referred to each individually as, the "PARTY", and jointly as the "PARTIES".

### WHEREAS

- a) On ....., the PARTIES agreed on and signed a cooperation agreement concerning the subject matter ..... (hereinafter the PROJECT) [BRIEF DESCRIPTION OF THE PROJECT];

### ALTERNATIVELY

- a) On ....., the PARTIES agreed on and concluded a provision of work or services agreement for the purposes of ..... in supporting the drafting ..... at ..... (hereinafter the PROJECT) [BRIEF DESCRIPTION OF THE PROJECT];
- b) Each PARTY is the owner of confidential information in accordance with art. 98 of the Italian Industrial Property Code, regarding the PROJECT as stated in recitals point a);
- c) The PARTIES need to exchange information and agree that the same remain confidential;
- d) The PARTIES hereinafter are referred to either as the DISCLOSING PARTY and as the RECEIVING PARTY.

### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

#### Art. 1. Recitals.

1.1. The recitals are an integral and substantial part of it and bind its interpretation and implementation.

## **Art. 2 Confidential Information**

2.1. "CONFIDENTIAL INFORMATION" includes any information, and/or documentation, and/or material and/or instrument and/or research and development program provided by a Party to the other Party, or however acquired by one of the Parties, directly or indirectly, by any means (for example, but not limited to, paper copies or electronic form), clearly specified as "confidential", "proprietary", or similar phraseology that indicates the privileged and/or confidential nature of the information.

2.2. The confidential nature of the information may also regard studies and analyses prepared by one party, based on CONFIDENTIAL INFORMATION provided by the other party. Each oral information must be treated as confidential, as well as any information regarding third parties.

2.3. CONFIDENTIAL INFORMATION transmitted in tangible form, the receipt of which shall be confirmed in writing by the PARTY, shall be expressly identified as such by a stamp/watermark/indication bearing the wording 'Confidential'. CONFIDENTIAL INFORMATION transmitted in intangible form from the DISCLOSING PARTY shall be identified either by the express mention of its secrecy or by written notice to be provided to the DISCLOSING PARTY within X (X) days after transmission in intangible form.

2.4. Information which are not qualified as "CONFIDENTIAL INFORMATION" include information that: (I) was in the public domain prior to the transfer of the same information from one Party to the other Party or information that has become publicly available without violating this Non-Disclosure Agreement; (II) have become available after being published by one Party to the other Party for reasons not attributable to the RECEIVING PARTY; (III) was available to the RECEIVING PARTY prior to the communication, as can be demonstrated by the date of communication on previous documents; (IV) is legitimately obtained by one of the PARTIES from a third party whom is not bound by any obligation of confidentiality; (V) was developed independently by the RECEIVING PARTY without use or reference to information from the DISCLOSING PARTY, as can be demonstrated by documents and other evidence in possession of the RECEIVING PARTY; or (VI) was delivered by one PARTY to a Judicial or Administrative Authority in compliance with laws or regulations, or as required by the same Judicial or Administrative Authority, in which case the RECEIVING PARTY shall promptly notify the DISCLOSING PARTY, in writing, prior to such disclosure or, if this is not possible, immediately following the disclosure of the information, as well as the method of disclosure in such a way as to limit its dissemination as much as possible.

## **Art. 3. Subject matter of the Agreement.**

3.1 PARTIES in order to perform the collaboration regarding the PROJECT....., the PARTIES need to exchange confidential information (hereinafter "CONFIDENTIAL INFORMATION" as stated in the abovementioned art. 2) and agree that the same remain confidential.

3.2 Each PARTY may, during the examination of the PROJECT, provide technical or commercial information which would like to be treated as confidential according with the terms and conditions hereafter specified.

**ALTERNATIVELY**

3.2 The PARTIES have previously signed a provision of work or services agreement for the purposes of ..... in supporting the drafting ..... at ..... (hereinafter the PROJECT).

3.3. Each PARTY may, during the examination of the PROJECT, provide technical or commercial information which would like to be treated as confidential according with the terms and conditions hereafter specified.

**4. Parties' obligations.**

4.1. Each PARTY commits not to use the CONFIDENTIAL INFORMATION for purposes directly or indirectly different from those provided in the preceding article 3.

4.2. Each PARTY commits to not disclose the CONFIDENTIAL INFORMATION to third parties or to third parties' employees and/or staff, unless such third parties or their employees and/or staff are directly engaged in the analysis of the PROJECT also as PARTY's consultant ("need-to-know" principle).

4.3. In the event it becomes necessary to engage third parties in order to perform the activities stated in the preceding article 3, the PARTY whom requests such engagement, shall make the third party sign a non-disclosure agreement of the same content to the one herein. Parties' employees and/or staff are not qualified as third parties and/or auditing businesses' employees and/or staff engaged in revising each Parties' financial statement. The RECEIVING PARTY may disclose the CONFIDENTIAL INFORMATION to its own consultants; in the event the CONFIDENTIAL INFORMATION has been unlawfully disclosed by such consultants, or by each Parties' corporate bodies members, the RECEIVING PARTY shall bear the liability for the caused damages.

**5. Confidentiality obligations.**

5.1. Each PARTY commits to employ all security measures to protect the confidentiality and to avoid the dissemination of the received CONFIDENTIAL INFORMATION basing on the hereto Agreement. Each PARTY in order to use the CONFIDENTIAL INFORMATION provided by the other PARTY, shall employ all security measures adopted to protect its own confidential documents and guarantee that everyone who has access to such CONFIDENTIAL INFORMATION shall be bound by confidentiality.

5.2. Each PARTY shall employ all measures adopted to use and to protect the confidentiality of the received confidential and sensitive information, based on, which shall be measured basing on the nature and the type of information used and/or received. In the event that such employed measures shall be deemed inadequate regarding the nature and the type of the information received and used, the PARTY shall employ systems which, based on ordinary diligence and reasonableness standard, result adequate to protect the confidentiality of the

used information, at the risk of being deemed liable for all damages caused to the other party due to the disclosure of the information subject matter of the agreement hereof.

## **6. Waiver.**

6.1. No additional obligation or commitment or right even of precontractual nature in regard to the literal content provided by the hereby Agreement rises within the PARTIES as a consequence of the conclusion of the hereby Agreement related to the agreements signed in order to perform the PROJECT.

6.2. In the event each PARTY is entitled to the right to unilaterally and discretionally withdraw from the analysis of the PROJECT, the PARTIES shall be bound to the compliance of confidentiality with regard to the provided information in order to perform the task stated at article 3 for X (X) months/years from the signing of the hereby agreement. No further obligation may follow from the hereby agreement with regard to the parties pursuant to the end of the tasks regarding the PROJECT.

## **7. Severance.**

7.1. If any provision of this Agreement is held invalid, void or unenforceable, such defect shall not affect the remaining provisions of the hereby Agreement, which shall be interpreted in order to achieve economical and substantial effects as similar to those achieved from the original content of the Agreement.

## **8. Property Rights on the materials.**

8.1. All CONFIDENTIAL INFORMATION provided by one PARTY, by any means and every copy hold by the other PARTY, shall remain property of the DISCLOSING PARTY and without delay shall be promptly returned or destroyed, upon written request from the DISCLOSING PARTY. PARTIES shall maintain the confidentiality regarding the content of the information object of this Agreement as provided by the last period of the preceding article 5.

## **9. Form and prohibition of assignment.**

9.1. Any modification to this Agreement shall be made in writing and shall be signed by both PARTIES.

9.2. Neither PARTY may assign this AGREEMENT without the prior written agreement of the other PARTY.

## **Art. 10 Tolerance**

10.1. If one PARTY tolerates a behaviour of the other PARTY, its administrators, employees and external consultants that may constitute a breach of the provisions of this Agreement, this shall not constitute, in any moment, a tacit waiver of the PARTY's rights.

## **Art. 11 Duration**

11.1. The confidential obligations referred to in art. 5 shall remain into force for a period of X (X) months/years from the date of conclusion of this Agreement or until the CONFIDENTIAL INFORMATION falls in the public domain, cause not due to a PARTY.

11.2. Use prohibitions imposed by this Agreement upon each PARTY shall remain into force for X (X) months/years after the voidness, invalidity or unenforceability, for any reason, of industrial property rights related to a single CONFIDENTIAL INFORMATION, except in accordance with any longer-term provided for by law, by judicial proceedings, or other contracts.

11.3. Notwithstanding the above, each PARTY will continue to bear the obligations and prohibitions provided by Articles 98 and 99 of the Italian Industrial Property Code, and by Articles 622 and 623 of the Italian Criminal Code, as well as regulations on patents, trade secrets, and unfair competition that are in force in any part of the world.

## **12. Remedies and Penalty Clause.**

12.1. Each PARTY acknowledges that every breach of the provisions referred to in this Agreement may cause irreparable damages to the other, granting it the right to damages compensation, except every other remedy provided by the applicable law.

### **ALTERNATIVELY**

12.1. In the event of breach of confidentiality obligations referred to in this Agreement, the RECEIVING PARTY will pay to the DISCLOSING PARTY the amount of € (X) X for every ascertained breach, without prejudice to the potential further losses.

### **ALTERNATIVELY**

12.1. The PARTIES acknowledge that a monetary relief does not suitably safeguard CONFIDENTIAL INFORMATION and therefore solely an injunction may represent an effective action to safeguard such information. The RECEIVING PARTY acknowledges that DISCLOSING PARTY may be subjected to irreparable harm if any provision of the hereof Agreement was infringed and agree that said provisions shall be enforced through the issue of an injunction which shall prohibit the unauthorized copy, reproduction, use, dissemination, or disclosure of any CONFIDENTIAL INFORMATION.

## **Art. 13 Applicable law and submission clause**

13.1. The Agreement has been written and interpreted according with the Italian law. All disputes among the PARTIES relating to this Agreement shall fall under the exclusive competence of the Court of Florence.

## **14. Processing of Personal Data.**

14.1. The data provided by the PARTIES will be processed according to the purpose of the Agreement, in compliance with the principles of lawfulness, fairness and transparency, data minimisation, accuracy and necessity referred to in Art. 5, paragraph 1 of the General Data Protection Regulation (GDPR). The provision of such data between the PARTIES is

compulsory to fulfil all the Agreement obligations in any case connected to the execution of the relationship established with this deed.

14.2. The data provided by the PARTIES will be collected and processed, manually, on paper and digitally, through their inclusion in paper and/or computer files and may be communicated only within the structure of the ..... and the ADMINISTRATIVE UNIT for the management of the relationship established by this deed.

14.3. The University of Florence privacy policy on the protection of personal data of economic operators related to the CONTRACT is available at the following link [www.unifi.it/upload/sub/protezionedati/Informativa\\_TERZI.pdf](http://www.unifi.it/upload/sub/protezionedati/Informativa_TERZI.pdf)

14.4. The ..... privacy policy on the protection of personal data of economic operators related to the Agreement is available at the following link ..... /OR is attached to the Agreement.

14.5. By signing this deed, the PARTIES express their consent to the processing and communication of their personal data in the manner and purposes described above. The data controllers are the University of Florence and the ....., and data protection representatives are the ..... for the University of Florence and ..... for the .....

#### **Art. 15. Final Provisions.**

15.1. The Agreement constitutes the entire understanding of the PARTIES concerning CONFIDENTIAL INFORMATION. The PARTIES acknowledge of the content hereinbefore and undersign terms and conditions.

15.2 The PARTIES expressly declare that the present Agreement has been negotiated in every part. Article 1341 and 1342 of the Italian Civil Code do not apply.

#### **The COMPANY**

Place ....., date .....

Signature .....

#### **The ADMINISTRATIVE UNIT**

Place....., date .....

Signature .....

#### **ALTERNATIVELY**

#### **The RESEARCHER**

Place ....., date .....

Signature .....

Annexes:

a) COMPANY's PRIVACY POLICY (optional);

b) Any other annexe.