

## 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) The Researcher ..... [Researcher's name] has developed [BRIEF DESCRIPTION OF THE PROJECT/INVENTION/PATENT] .....

..... and is the owner of confidential information in accordance with art. 98 of the Italian Industrial Property Code;

b) The Company ..... [Corporate Name] conducts several activities, such as .....

..... and is the owner of confidential information in accordance with art. 98 of the Italian Industrial Property Code;

c) The PARTIES, for the sole purpose to evaluate a potential collaboration, are willing to exchange information regarding the PROJECT/INVENTION/PATENT, under the condition that each of them commit to maintain confidentiality employing every necessary measure in accordance with the terms and conditions specified hereinafter;

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.

#### **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.

#### **Art. 5 Communication requirements**

5.1. The PARTIES shall immediately notify each other of any breach of confidentiality regarding the CONFIDENTIAL INFORMATION, of which the PARTY becomes aware of, by and no later than X (X) days from their awareness and shall cooperate with each other in all efforts to protect the infringed rights.

#### **6. Property rights on the materials**

6.1. All materials produced, delivered and transmitted by the PARTY, that contains CONFIDENTIAL INFORMATION shall remain property of the DISCLOSING PARTY and without delay, as well as the CONFIDENTIAL INFORMATION itself, shall be returned by the PARTY, that is the RECEIVING PARTY, to the DISCLOSING PARTY, destroyed or erased from their computer memories and any other storage device, both local and remote, upon written request from the DISCLOSING PARTY, or no later than the date this agreement between the DISCLOSING PARTY and the RECEIVING PARTY terminates or in any event is interrupted for any reason.

#### **Art. 7 Intellectual and Industrial Property Rights**

7.1. All industrial and intellectual property rights related to the CONFIDENTIAL INFORMATION and to any other information that the PARTY, that is the DISCLOSING PARTY, discloses or makes available to the other PARTY, that is RECEIVING PARTY,

shall remain property of the DISCLOSING PARTY. Neither the conclusion or execution of this AGREEMENT, nor the disclosure or the provision of any CONFIDENTIAL INFORMATION may be considered an assignment or license of industrial or intellectual property rights to the RECEIVING PARTY.

7.2. The DISCLOSING PARTY maintains the right to file patent applications worldwide and to use secret information that includes one or more elements of CONFIDENTIAL INFORMATION.

7.3. The RECEIVING PARTY undertakes not to file patent applications anywhere in the world and not to use CONFIDENTIAL INFORMATION that includes one or more elements of CONFIDENTIAL INFORMATION.

7.4. If the RECEIVING PARTY eventually develops know-how from the analysis of the CONFIDENTIAL INFORMATION, such know-how will belong to the DISCLOSING PARTY.

#### **Art. 8 Waiver**

8.1. The DISCLOSING PARTY does not provide any explicit or implicit warranty on the correctness, completeness and usability of CONFIDENTIAL INFORMATION for specific purposes and will not be liable for any damage caused to the RECEIVING PARTY in the use of CONFIDENTIAL INFORMATION, except in cases of deliberate or gross negligence torts. In such a liability case, unpredictable and indirect damages shall not be compensated.

#### **Art. 9 Duration**

9.1. The confidential obligations referred to in art. 4 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 the RECEIVING PARTY or until the DISCLOSING PARTY will not end the confidentiality regarding the CONFIDENTIAL INFORMATION, except in accordance with any longer-term provided for by law, by judicial proceedings, or other contracts.

9.2. Use prohibitions imposed by this AGREEMENT upon the RECEIVING 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.

9.3. Notwithstanding the above, the RECEIVING 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.

#### **Art. 10 Form and prohibition of assignment**

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

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

#### **Art. 11 Tolerance**

11.1. If the DISCLOSING PARTY tolerates a behaviour of the RECEIVING PARTY that may constitute a breach of the provisions of this AGREEMENT, this shall not constitute, in any moment, a tacit waiver of the DISCLOSING PARTY's rights.

#### **Art. 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 jurisdiction**

13.1. The AGREEMENT and all relationships between the DISCLOSING PARTY and the RECEIVING PARTY shall be subject to the Italian law and all disputes among the PARTIES relating to this AGREEMENT shall fall under the exclusive competence of Italian Judicial Authority.

### **Art. 14 Submission Clause**

All disputes among the DISCLOSING PARTY and the RECEIVING PARTY relating to this AGREEMENT shall fall under the exclusive competence of the Court of Florence.

### **15. Processing of Personal Data.**

15.1. 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.

15.2. 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.

15.3. 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)

15.4. 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.

15.5. 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. 16. Final Provisions.**

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

16.2 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.