



UFFICIO REGIONALE DI TRASFERIMENTO TECNOLOGICO

NON DISCLOSURE AGREEMENT

- English version -



UNILATERAL NON-DISCLOSURE AGREEMENT

BY AND BETWEEN

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

AND

[Corporate name], Tax Code and V.A.T. number, in person of its legal representative, who also signs on its own behalf (hereinafter the "RECEIVING PARTY");

Hereinafter jointly referred to as the 'PARTIES' and separately as the 'PARTY.'

WHEREAS

- a) The DISCLOSING PARTY has designed [insert a brief description of the project/invention/patent] and is the owner of confidential information related thereto;
- b) The RECEIVING PARTY carries out several activities, including and is interested in receiving information from DISCLOSING PARTY to venture a collaboration between the PARTIES;
- c) The DISCLOSING PARTY is willing to provide the RECEIVING PARTY with some information relating to the project solely for the purpose of evaluating a possible collaboration, subject to the RECEIVING PARTY's commitment to maintain confidentiality regarding the information, assuming every necessary precaution according with the terms and conditions hereafter specified.

THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS:

Art. 1 Recitals

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

Art. 2 Confidential Information

2.1. For the purposes of this AGREEMENT, "CONFIDENTIAL INFORMATION" includes, for example, the project, information, data, knowledge, know-how, studies, research methods, procedures, formulae, ideas, projects, drawings, technical reports, materials, processes, documents, evaluations, reports, studies, graphical representations, charts, plans, software, samples, in-vivo and in-vitro tests, lab practicum, prototypes, inventions and any other information that is related to the project/invention/patent as referred in section a) of the recitals and qualified as confidential in accordance with the following paragraph of the article herein, even if including general public domain elements.

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

Art. 3 Subject matter of the AGREEMENT

3.1. This AGREEMENT is concluded to protect the DISCLOSING PARTY's CONFIDENTIAL INFORMATION, and does not oblige the DISCLOSING PARTY to communicate specific CONFIDENTIAL INFORMATION according to the purpose referred to in section c) of the recitals, which remains free to decide what CONFIDENTIAL INFORMATION will be communicated or made available to the RECEIVING PARTY.

Art. 4 Obligations of RECEIVING PARTY

4.1. The RECEIVING PARTY shall maintain, all over the world, confidentiality regarding CONFIDENTIAL INFORMATION which shall not be communicated to third parties, disclosed or disseminated in any way whatsoever. Furthermore, the RECEIVING PARTY commits to use the CONFIDENTIAL INFORMATION solely for the purpose referred to in section c) of the recitals, with the exclusion of any other purpose, and only for the time necessary. In any case the RECEIVING PARTY commits to use and to protect the CONFIDENTIAL INFORMATION with the utmost diligence and to employ all security measures adopted to use and protect its own confidential information of the same nature.

4.2. The RECEIVING PARTY commits as well to limit the dissemination of CONFIDENTIAL INFORMATION solely to the personnel strictly necessary inside its own organization for the purposes referred to in section c) of the preamble considering the nature of their assignment

(so called 'need-to-know' principle) and, in any case, provided that such personnel is bound in writing to the AGREEMENT and without prejudice to the responsibility of the RECEIVING PARTY for the confidentiality breaches by its informed personnel. The RECEIVING PARTY shall communicate to the DISCLOSING PARTY the names of all the personnel exposed to the CONFIDENTIAL INFORMATION.

4.3. CONFIDENTIAL INFORMATION does not include information for which it can be proved that:

- the information was in the public domain at the time of transmission or subsequently fell in the public domain without violating this AGREEMENT;
- the information was available to the RECEIVING PARTY before the closing of the AGREEMENT, or was later developed independently by the RECEIVING PARTY or disclosed to it by third parties who [apparently] had the right to do so;
- a statute, court decision or administrative act compelled to disclose provided that the RECEIVING PARTY notified the DISCLOSING PARTY before their disclosure so that the PARTIES consulted each other and agree on the timing and content of any disclosure limited to the requirements of the relevant law, court decision or administrative act.

Art. 5 Communication requirements

5.1. The RECEIVING PARTY shall immediately notify the DISCLOSING PARTY of any confidentiality regarding the CONFIDENTIAL INFORMATION, of which the RECEIVING PARTY becomes aware of, by and no later than days from their awareness and shall cooperate with the DISCLOSING PARTY in all efforts to protect the infringed rights of the latter.

Art. 6 Property Rights on the materials

6.1. All materials produced, delivered and transmitted to the RECEIVING PARTY, that contains CONFIDENTIAL INFORMATION shall remain property of the University / DISCLOSING PARTY and without delay, as well as the CONFIDENTIAL INFORMATION itself, shall be returned by the RECEIVING PARTY to the University/ 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 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 University/ DISCLOSING PARTY discloses or

makes available to the RECEIVING PARTY shall remain property of the University/ 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 University/ 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 University/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) years from the date of conclusion of this AGREEMENT or until the CONFIDENTIAL INFORMATION falls in the public domain without violating this AGREEMENT.

9.2. Use prohibitions imposed by this AGREEMENT upon the RECEIVING PARTY shall remain into force for two 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 Penalty clause

12.1. In the event of the breach of confidentiality obligations referred to in art. 4 of this AGREEMENT, the RECEIVING PARTY will pay to the DISCLOSING PARTY the amount of 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 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 the Court of

Art. 14 Privacy

14.1. The RECEIVING PARTY, in its quality of independent data controller, in compliance with the European Regulation 2016/679 and to the respective national legislation, provide the treatment of any personal data concerning the present non-disclosure agreement solely for the purposes connected to the execution of the relationship established with this deed. RECEIVING

PARTY's contact details, for the purposes of this article are the following: Data controller is
....., Tax Code number, residing in [City,
Street, House Number, P.O. box], at the email address

Place, date

RECEIVING PARTY's signature

Place, date

DISCLOSING PARTY's signature

Pursuant to Art. 1341, second paragraph of the Italian Civil Code, the following articles are specifically approved: Art. 3 (Subject matter of the Agreement); Art. 4 (Obligations of RECEIVING PARTY); Art. 6 (Property Rights on the materials); Art. 7 (Intellectual and Industrial property rights); Art. 8 (Waiver); Art. 9 (Duration); Art. 11 (Tolerance); Art. 12 (Fine); Art. 13 (Applicable law and submission clause).

Place, date

RECEIVING PARTY's signature

Place, date

DISCLOSING PARTY's signature



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