**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**BETWEEN**

 “**G. d’Annunzio” University**” **of Chieti - Pescara**, with registered head office in Chieti, via dei Vestini n° 31, VAT number 01335970693, Tax Code 93002750698 in the person of the Chancellor, Prof. Liborio Stuppia (hereinafter referred to as the «**University**» and «**Disclosing Party**»)

**AND**

**“………………… L.t.d ”** a company …………….with registered office at …….., , VAT number ………. Tax Code ……..in the person of its Chief Executive Officer, Dr. ……….., (hereinafter referred to as « **Company** » and «**Receiving Party**»)

Disclosing Party and Receiving Party shall hereinafter jointly referred to as the **“Parties”**.

**WHEREAS**

1. G. d' Annunzio University of Chieti-Pescara (through the Professor…….., of ….. Department of the G. d’ Annunzio University ,) and *society* (through its, Legal Representative Dr. ….), are evaluating new commercial opportunities and, in order to facilitate this evaluation process, intend to mutually exchange useful information for the development and/or exploitation of innovation related to **“…object of the agreement……….”** .
2. The Parties are interested in the exchange of information referred to in the introduction and undertake to keep confidential the CONFIDENTIAL INFORMATION (as defined below) which they may become aware of, for the purpose of this Agreement.

**HEREBY AGREE AS FOLLOWS:**

**1. PREMISE AND ATTACHMENTS**

1.1 The premises and annexes are an integral part of this Agreement.

**2. OBJECT OF THE AGREEMENT**

2.1 This Agreement regulates the exchange of confidential information between the Parties for the evaluation of their respective business interests. Depending on the object of the Agreement, the Disclosing Party will provide, at its discretion, to the Receiving Party information that is strictly confidential and proprietary to it for the sole purpose of allowing the Receiving Party to evaluate its interest in relation to the innovation relating to “………”, based on the following terms and conditions:

**3. CONFIDENTIAL INFORMATION**

3.1 For the purposes of this Agreement, "Confidential Information" means all information transmitted by the Disclosing Party and obtained by the Receiving Party. The disclosing Party will indicate with the expression "Confidential" and/or "Proprietary" and/or Ownership the information to be processed under the terms and pursuant to this Agreement.

3.2 Confidential Information provided by any means, such as by way of example, orally, in writing, via email, via cloud access or via DVD, CD, images in any format that have been identified by the disclosing Parties as confidential and/or proprietary and/or proprietary at the time of disclosure, shall be treated by the receiving Party as "Confidential Information".

3.3 Confidential Information means, by way of example and without limitation: trade secrets, information, data, knowledge, know-how, studies, research methods, procedures, formulas, ideas, projects, drawings, technical reports, software, algorithms and any possible application thereof and anything else relating to the innovation described in the introduction. In order to avoid the emergence of interpretative disputes, the Parties establish that confidential information exchanged via paper and/or electronic documents may be expressly qualified as such also by adding the wording "confidential" or "reserved".

For the purposes of this Agreement, the following are not confidential:

- information in the public domain at the date of signing of this agreement or which has become public knowledge due to an act or behavior not attributable to the receiving party;

- what must be disclosed to comply with legal provisions, regulations or to implement a provision of a public authority;

- what is known to the receiving party before signing this agreement;

- what is not provided directly or indirectly by the Parties but which has been obtained from a third party without violation of existing agreements;

- what the Parties have not become aware of, directly or indirectly, from each other.

**Art. 4: OWNERSHIP OF CONFIDENTIAL INFORMATION**

4.1 The Parties establish and agree that each of them is and remains the sole and exclusive owner of the confidential information indicated in the annex to this Agreement and communicated to the other party, without the exchange of the same giving rise to any right in the hands of the receiving.

4.2 Each Party will draw up a list of the Confidential Information it owns which will be communicated to the other Party.

4.3 The list of Confidential Information will be attached to this Agreement (Annex A).

**Art. 5: OBLIGATIONS OF THE DISCLOSING PARTY**

5.1 The Disclosing Party undertakes to communicate the confidential information indicated in the annex to this Contract, guaranteeing that it is not the subject of rights by third parties and that its use does not lead to any violation of the rights of others.

**ART. 6 OBLIGATIONS OF THE RECEIVING PARTY**

6.1 The receiving Party undertakes to use confidential information solely for the purpose of evaluating any business interests, guaranteeing to abstain from any use of the same that could compromise its confidentiality or jeopardize the rights of the owner of the same. The receiving Party undertakes not to disclose or disseminate the Confidential Information in any way.

6.2 The receiving Party shall protect the confidentiality of the Information received from the disclosing Party by ensuring that the protection measures implemented are equivalent to those adopted to protect its own confidential and private information.

6.3 Confidential information may not be copied or reproduced, in whole or in part, except for operational needs strictly connected to the purpose of this agreement.

**Art. 7: DISCLOSURE PROHIBITION**

7.1 The Parties undertake not to disclose and communicate confidential information in any way or form to unauthorized Parties. The Parties undertake to extend this agreement to all subjects who will be made aware of confidential information in relation to the purposes of this agreement. In particular, as regards to the internal staff, in the execution of this agreement the University will make use of Professor …….., in relation to whom, as with any other possible subject internal or external appointee, undertakes and guarantees from now on full compliance with this agreement, under penalty of direct liability of the University for damages caused by any violation of the rules regulated herein.

7.2 Unless otherwise authorized in writing by the disclosing party, the Parties undertake not to deliver, not disclose to third Parties, not copy, reproduce or exploit in any way, outside the purposes of this document, the confidential information relating to the above exchange.

**Art.8: DURATION OF THE CONTRACT AND PROHIBITION OF DISCLOSURE AND EXPLOITATION OF CONFIDENTIAL INFORMATION**

8.1 The Confidential Information exchanged pursuant to this agreement and indicated in the annex to the Contract must be used to the extent and with means strictly necessary for the purposes of the agreement itself and in such a way as not to compromise its confidentiality or prejudice the rights of the owner of the same.

8.2 The oral exchange of confidential information may instead be formalized through a specific report, to be drawn up no later than the day following the exchange, and this document will constitute an integral part of this agreement, subject to the regulations set out therein. The Parties are expressly prohibited from disclosing and communicating confidential information in any way or form to unauthorized parties.

8.3 The Parties undertake to bind to this agreement all subjects who will be made aware of confidential information in relation to the purposes of this agreement.

8.4 In light of the above, the Parties are expressly prohibited from exploiting the information exchanged for the purposes of this agreement to conclude business on their own behalf or on behalf of third parties which are in unfair competition with their respective commercial activities and/or which in any case may jeopardize the same.

8.5 The above obligations refer exclusively to what is disclosed by the Parties in the oral exchange and have a duration of 5 years for express recognition and interest of the Parties.

 **Art. 9: VIOLATIONS**

9.1 If the receiving party becomes aware of any disclosure of confidential information that is not authorized and does not depend on its willful misconduct or gross negligence, it undertakes to immediately notify the disclosing party in writing of what has been discovered and to collaborate with the latter in implementing all necessary measures aimed at limiting/guaranteeing compensation for damaged rights.

9.2 In the event of willful misconduct or gross negligence, or in any case of proven violation of the obligations of confidentiality and fair competition set out in this agreement, the same will be considered legally terminated and the compliant party will be free to take action to obtain compensation for damages suffered.

**Art. 10: FREEDOM TO STIPULATE SUBSEQUENT AND/OR RELATED AGREEMENTS**

10.1 This agreement in no way obliges the Parties to conclude further contracts between them or to complete ongoing negotiations.

**Art. 11: DOCUMENTS RELATING TO CONFIDENTIAL INFORMATION**

11.1 Upon termination of this agreement for any reason or in the event of interruption of ongoing negotiations, all technical, scientific, administrative and accounting documentation exchanged between the Parties must be immediately returned to the disclosing party, both in original and copy.

11.2 After the termination of operations of this agreement and the relationships underlying it, whatever the reason, each party is expressly prohibited from retaining any document, even a copy, containing confidential information of the other party.

11.3 The disclosing party may request, at its discretion, in writing that the receiving party destroy all copies of documents containing the confidential information that have been transferred to it.

**Art. 12: UNIQUENESS OF THIS CONTRACT**

12.1 This private agreement represents the only legally valid agreement between the Parties and replaces any previous agreements concluded between them.

12.2 This agreement will be registered in the event of a dispute. The registration costs will be borne by the defaulting party.

**Art. 13: PRESERVATION OF THE VALIDITY OF THE CONTRACT**

13.1 The Parties expressly agree that if one or more of the clauses of this contract are or become void by law, or following a judicial decision, the validity and effectiveness of the other clauses will not be affected in any way, except that the void part and/or in any case invalid is essential for the purposes of the existence of the cause of the contract and the protection of the Parties.

13.2 The fact that one of the Parties does not require the other to strictly, punctually and at all times comply with each individual clause of this contract and/or the fact that one of the Parties fails, at its own discretion, to sanction certain conduct of the other, do not imply any waiver of the related rights, actions and sanctions provided for by the contract or by law.

13.3 Finally, the Parties agree that any modification of this contract, to be valid and effective between them, can only take place through a new agreement signed by both.

13.4 The Parties establish from now on that, in the event of signing new agreements between them, to achieve the purposes set out in the introduction, the same must be preceded by the signing of a new confidentiality agreement, to integrate this contract, analytically structured to the specific case in question.

**Art. 14: FINAL CLAUSES**

14.1This agreement does not constitute in favor of the Parties any right or grant of license or other right to use patents, trademarks, models or other industrial or intellectual property rights. Any use of intellectual property rights, such as trademarks, logos and other distinctive signs of one of the parties must be previously and expressly authorized by the same.

14.2 If one or more elements of the confidential information become known due to causes beyond the control of the Parties, this agreement will continue to produce its effects in relation to the other elements not yet known

**Art. 15: APPLICABLE LAW AND COMPETENT COURT**

15.1 This agreement is governed by Italian law.

15.2 The Parties, in recognizing that this agreement has been agreed between them on a level of absolute negotiating equality, expressly exclude that the same should be subjected to the regulation of unfair clauses referred to in articles 1341 and 1342 of the Civil Code.

15.3 In the event of a dispute, the Parties declare that the competent court is that of Chieti.

**Art.16: NOTIFICATIONS AND DOMICILIATIONS**

16.1 For the purposes of any notification and communication relating to the execution and/or modification of this agreement, the Parties establish that the same can only take place in writing and indicate for this purpose, as domicile, their respective registered offices and residence or, in alternatively, the respective Certified E-mail addresses.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed by their duly authorized representatives and have signed this Agreement on the dates below, but effective as of the Effective Date.

Chieti , // “Gabriele d'Annunzio” University of Chieti - Pescara

 The Legal Representative

 Prof. Liborio Stuppia

*Document digitally signed pursuant to the Consolidated Law on Decree R 28/12/2000, n. 445, Legislative Decree 07/03/2005 n. 82 and related regulations, which replaces the paper text and the handwritten signature*

 Professor………

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 Society

 The Legal Representative

 Dr.

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