

CONFIDENTIALITY AGREEMENT

Today, on this [insert numeric date] day of [insert month and year], at [insert location], this agreement (hereinafter "Agreement"), signed in two original copies, each consisting of four pages, is entered into by the parties described as:

_____ (*Researcher Name*) born in (place) _____ on (date of birth) _____, tax code n. _____, Residing in (city, street, square)

and

_____ (*Corporate Name*), VAT registration, tax code and VAT number _____ in the person of its legal representative _____ who also signs on its own behalf (hereinafter "*Receiving Party*").

Whereas

a) _____ (*Researcher Name*) has designed (*insert project/invention/patent description*)

_____ 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 _____ (*Researcher Name*) to assess a collaboration, and

c) _____ (*Researcher Name*) 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.

The Parties acknowledge and agree as follows:

Art. 1 (Validity of the Introduction). The introduction is an integral part of this Agreement.

Art. 2 (Confidential Information). For the purposes of this Agreement, *Confidential Information* includes the *Project*, information, data, knowledge, know-how, the studies, the research methods, the procedures, formulas, ideas, projects, drawings, technical reports, and any other information that is related to the project/invention/patent described in the introduction.

The *Confidential Information* may be transmitted to the *Receiving Party* in writing or orally. Information transmitted in writing will be identified as *Confidential Information* and the *Receiving Party* must confirm receipt of it in writing, accompanied by the *Receiving Party's* signature. Information transmitted orally, via e-mail or any other method of communication, must be followed, within thirty (30) calendar days, by a written communication, via registered mail, with return receipt from _____ (*Researcher Name*) to the *Receiving Party*, which identifies the information as *Confidential Information*. **Art. 3 (Purpose of this Agreement).** The purpose of this Agreement is to protect the *Confidential Information* of _____ (*Researcher Name*) and does not oblige _____ (*Researcher Name*) to communicate specific *Confidential Information* to the *Receiving Party*. _____ (*Researcher Name*) may decide, at their own discretion, which *Confidential Information* will be communicated or made available to the *Receiving Party*. **Art. 4 (Receiving Party's Obligations).** The *Receiving Party* shall maintain, in every part of the world, the confidentiality of *Confidential Information*, which must not be disclosed to third parties, diffused, or used for purposes other than to assess the option to collaborate with _____ (*Researcher Name*). Accordingly, the *Receiving Party* will treat *Confidential Information* with the same caution as it would apply if it was the owner, or proprietor of the information. The *Receiving Party* will adopt reasonably suitable technical and legal security measures to maintain confidentiality of the information and will not allow others to access the *Confidential Information*, unless it is strictly necessary for the assessment of the option to collaborate with _____ (*Researcher Name*). Where others are not bound to secrecy and/or, in writing, to this Agreement, the *Receiving Party* will be responsible for violations of this Agreement by persons to whom the *Confidential Information* has been disclosed. The *Receiving Party* shall provide _____ (*Researcher Name*) with the names of all the people who access the *Confidential Information*.

Art. 5 (Disclosure Requirements). The *Receiving Party* shall immediately notify _____ (*Researcher Name*) of any breaches of confidentiality of the *Confidential Information*, of which the *Receiving Party* is aware, and will cooperate with _____ (*Researcher Name*) in all efforts to protect the property and rights of the latter. If *Confidential Information* must be disclosed, in accordance with the law or regulations, or as directed by competent Authorities, the Parties will consult with each other in order to reach an agreement regarding the timing and content of any disclosure, unless otherwise provided by law, regulation or public authority.

Art. 6 (Use of Confidential Information). The *Receiving Party* may only use the *Confidential Information* to assess a possible collaboration with _____ (*Researcher Name*) and only for the time required for that purpose. The *Receiving Party* cannot analyse or use *Confidential Information* for any other purpose. **Art. 7 (Material Property).** All materials produced, delivered and transmitted to the *Receiving Party*, that contains *Confidential Information* shall remain the property of the University of Florence/ _____ (*Researcher Name*). Without delay, the *Receiving Party* must return *Confidential Information* to the University of Florence/ _____ (*Researcher Name*), destroy or erase it from their computer memories and any other storage device(s), both local and remote, at the time the *Receiving Party* receives the request or no later than the date the relationship between the University of Florence/ _____ (*Researcher Name*) and the *Receiving Party* is interrupted or ends. **Art. 8 (Intellectual and Industrial Property Rights).** All industrial and intellectual property rights connected to the *Confidential Information* and of any other information that University of Florence/ _____ (*researcher Name*) discloses or makes available to the *Receiving Party* shall remain property of the University of Florence/ _____ (*Researcher Name*). Neither the conclusion, the execution of this agreement, the disclosure, or the provision of any *Confidential Information* may be considered an assignment or licensing of industrial or intellectual property rights to the *Receiving Party*. The University of Florence/ _____ (*Researcher Name*) maintains the right to file patent applications worldwide to use confidential information that includes one or more items of the *Confidential Information*. The *Receiving Party* undertakes not to file patent applications anywhere in the world and not to use *Confidential Information* that includes one or more items of *Confidential Information*.

If the analysis of *Confidential Information* provides the *Receiving Party* with *know-how*, the owner of this knowledge will be the University of Florence/ _____ (*Researcher Name*). **Art. 9 (Liability).** _____ (*Researcher Name*) does not provide any explicit or implicit warranty on the correctness, completeness and usability of *Confidential Information* for specific purposes and will not be responsible for any damage caused to the *Receiving Party* from the use of *Confidential Information*, except in cases of malice or gross negligence. In the case of malice or gross negligence, liability for damages for any unpredictable and any indirect damage will be excluded.

Art. 10 (Duration). The *Receiving Party's* confidentiality obligations under this agreement will remain in force in relation to any *Confidential Information* until _____

(Researcher Name) removes the secrecy obligation concerning this *Confidential Information*, except in accordance with any longer term provided for by law, by judicial proceedings, or other contracts. Prohibitions on use provided for in this Agreement, placed on the *Receiving Party*, will remain in force for two years after the removal, for any reason, of industrial property rights on the *Confidential Information*, except in accordance with any longer term provided for by law, by judicial proceedings, or other contracts. In all instances, the obligations and prohibitions contained in Articles 98 and 99 of the Industrial Property Code, and in Articles 622 and 623 of the Criminal Code, as well as regulations on patents, trade secrets, and unfair competition that are in force in any part of the world, shall continue to apply to the *Receiving Party*.

Art. 11 (Form). Any modification of or amendment to this Agreement must be made in writing and must be signed by both parties. **Art. 12 (Tolerance).** Any tolerance by _____ (*Researcher Name*) of breaches of this Agreement by the *Receiving Party*, its directors, employees, and external consultants does not constitute a waiver of rights by _____ (*Researcher Name*) or prevent them from exercising their rights at any time. **Art. 13 (Applicable Law and Jurisdiction).** This agreement and all relations between _____ (*Researcher Name*) and the *Receiving Party* will be subject to Italian law and the exclusive jurisdiction of the Italian Judicial Authority. **Art. 14 (Competent Court).** Any dispute arising between _____ (*Researcher Name*) and the *Receiving Party* related to this Agreement will be exclusively presided over by the Court of Florence.

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Pursuant to Art. 1341, second paragraph, of the Civil Code, the following articles are specifically approved: Art. 3 (Purpose of this Agreement); Art. 4 (*Receiving Party's* Obligations); Art. 6 (Use of *Confidential Information*); Art. 7 (Material Property); Art. 8 (Intellectual and Industrial Property Rights); Art. 9 (Liability); Art. 10 (Duration); Art. 12 (Tolerance), and Art. 14 (Jurisdiction).

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