

## CONFIDENTIALITY AGREEMENT

With this Confidentiality Agreement (hereinafter the “Agreement”)

the Università degli Studi di Padova – Department of Industrial Engineering with offices at Padova in Via Gradenigo 6/a, Tax Code 80006480281, represented by the Head of Department, Prof. Stefania Bruschi (hereinafter the “**University**”)

AND

the Company/Entity .....,  
with offices at .....  
Tax Code ....., legally represented by (*Indicate title, first name and last name*)  
....., (hereinafter the “**Company/Entity**”)

Hereinafter the University and the Company/Entity are also either individually referred to as the Party or collectively as the Parties

### PREAMBLE

- a) the Università degli Studi di Padova - Department of Industrial Engineering (DII) and the Company/Entity ..... have entered into a contract related to the research project “.....” (hereinafter the “**Project**”);
  - b) this Project concerns ..... and its objective is .....
  - c) the development of the Project will require the Parties to exchange information, data and knowledge, which are indispensable assets to achieving the objectives identified in the research contract;
  - d) each Party declares to be the owner or licensee of the Information and that it is entitled to disclose such Information to the Receiving Party as it is not bound by any confidentiality obligation towards third parties;
- xx) the University in particular is the owner of i) the intellectual property rights to an innovative method for \_\_\_\_; ii) the corresponding patent applications xxx; iii) the related know-how (these listed elements are hereinafter referred to as the “**Technology**”)*
- xxx) the Technology has great value in the field of \_\_\_\_\_*

e) each Party shall provide in an annex (Annex 1 and 2 “Confidential Information”) a description of the Information it intends to disclose and the purpose for which such Information is disclosed to the Receiving Party;

**OR** the Parties shall describe, in the minutes taken at each meeting, the Information they disclose and the purpose for which such Information is disclosed to the Receiving Party;

f) the exchange and use of such Information, data and knowledge requires appropriate forms of protection in order to ensure originality and possible patentability and to protect the Parties’ commercial policies and research activities;

g) the aforementioned Information, data and knowledge may also refer to the Company’s/Entity’s production processes and products, as well as to the University’s research and products, the disclosure of which cannot, in any way whatsoever, be detrimental to the activity and interests, including economic interests, of either the Company/Entity or the University or both;

h) the Information provided is of significant economic value to the Disclosing Party and the Receiving Party acknowledges that a breach of this Agreement will cause irreparable harm to the Disclosing Party;

i) to this end, specific confidentiality obligations need to be defined between the Parties to this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

### **1. Preamble**

The Preamble forms an integral and substantive part of this Agreement.

### **2. Subject**

2.1 This Agreement governs the confidentiality obligations which are binding on the Parties with regard to the Information, data and knowledge, defined as confidential, pursuant to the following articles, of which the Parties become aware in carrying out the activities described in the Preamble.

2.2 This Agreement replaces any prior written or oral agreements between the Parties regarding the same subject matter.

### **3. Definitions**

**Disclosing Party:** the Party that holds Information that it may legitimately make use of and which it discloses to the other Party under this Agreement;

**Receiving Party:** the Party that receives the Information provided by the Disclosing Party and that is obliged to comply with its obligations under this Agreement;

**Third Party:** any party other than the Contracting Parties to this Agreement;

**Confidential Information or Information:** information provided by the Disclosing Party to the Receiving Party in accordance with article 4 of this Agreement;

#### **4. Confidential Information**

**4.1** For the purposes of this Agreement, the term “Confidential Information” or “Information” refers to all information such as, purely by way of example but not limited to, deeds, documents, designs, product samples, data, analyses, reports, studies, graphic representations, summaries, assessments, concepts, patent applications or other industrial property rights relative to the Technology or to production processes, models, tables, target code, source code, executable code - registered or not - owned by or in the possession of the Disclosing Party and communicated, for the purposes of this Agreement, to the Receiving Party or, in any case, any information sent from one Party to the other which, at the time it is sent, is identified as being confidential.

**4.2** The confidential nature of the Information, data and knowledge referred to in the previous point shall be highlighted by means of a stamp or an indication of the specific wording, “SECRET” or “CONFIDENTIAL”, in order to allow the Parties as well as any authorised parties to identify Confidential Information immediately and to comply with the confidentiality obligations provided for in this Agreement.

Confidential Information that is given verbally may be protected by this Agreement only when identified as such at the time it is communicated and subsequently transcribed and transmitted once more to the Receiving Party, with the appropriate wording, “SECRET” or “CONFIDENTIAL”, no later than 15 (fifteen) days from the date of verbal communication.

**4.3** The term “SECRET” or “CONFIDENTIAL” may not be used with information, data or knowledge:

- in the public domain at the time such information, data or knowledge was disclosed to the Receiving Party, or which entered the public domain through an act or conduct not forbidden to the Receiving Party;
- the disclose of which is required in order to comply with the law or a regulation, or by order of a relevant authority, provided that the Parties have previously consulted on the manner and content of such a disclosure, unless otherwise required by law, regulation or public authority;

- that is already known to the Receiving Party at the time of its communication, provided that the Receiving Party can demonstrate that it was already lawfully in possession of such information, data or knowledge at the time of receipt;
- that has been developed independently and in good faith by the Receiving Party's personnel who have had no access to the other Party's Confidential Information;
- that has been published with the Disclosing Party's written consent.

**4.4** Confidential Information provided by the Disclosing Party to the Receiving Party shall remain the property of the Disclosing Party and shall be granted to the Receiving Party only for the purposes given in the Preamble.

## **5. Confidentiality obligations**

**5.1** The Receiving Party is prohibited from disclosing or communicating Confidential Information in any way or form whatsoever to an unauthorised person. Specifically, the Receiving Party undertakes not to disclose Confidential Information to a Third Party without the Disclosing Party's prior written consent. If the Disclosing Party authorises such a disclosure, the Receiving Party shall first have the Third Party sign the declaration referred to in art. 6.1.

**5.2** The Receiving Party shall be, in any case, fully liable for any breach of the confidentiality obligations by any party connected to it, or by a Third Party to whom it has provided the Confidential Information.

**5.3** This Information, data and knowledge shall be used to the extent and by means strictly necessary to carry out the **research** activities, *[as provided for in the specific contract referred to in the Preamble **oppure** as provided for in this Agreement]* and in a manner that does not, in any way whatsoever, compromise confidentiality or otherwise harm the Disclosing Party.

**5.4** The Receiving Party undertakes not to use any Confidential Information transmitted by the other Party, in whole or in part, directly or indirectly, for any purpose other than as provided for in this Agreement.

The Receiving Party also undertakes not to use the Confidential Information to develop or market, directly or indirectly, for its own benefit or for that of a third party, the Technology or any other new technology based on the Technology and/or on the Project in any manner whatsoever other than as expressly agreed by the Parties in writing.

**5.5** Confidential Information may not be copied or reproduced, in whole or in part, except for operational requirements strictly related to carrying out the activities referred to in the previous paragraph.

## **6. Responsible Persons**

**6.1** Each Party shall identify, in its organisation, the person responsible for handling the Confidential Information (the Responsible Person) who shall have every member of the research group, and every other person authorised to receive such Information, sign a declaration, by which they assume the same confidentiality obligations identified and governed by this Agreement.

**6.2** The persons responsible for handling data are:

- for the University, the Scientific Responsible Person, prof. xxxxx;
- for the Company/Entity .....

## **7. Security measures**

**7.1** The Parties undertake to adopt all the necessary precautions and security measures to protect the Confidential Information and to ensure that its confidentiality is not compromised in any way whatsoever.

**7.2** The Parties shall process personal data only on the basis of the instructions received from the respective Controllers, in compliance with Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation) and d.lgs. (Italian Legislative Decree) no. 196 of 30 June 2003 and subsequent amendments and integrations.

## **8. Intellectual Property**

In executing this Agreement, each Receiving Party acknowledges that the Disclosing Party is the owner and/or licensee of the Confidential Information that it discloses. The Parties agree that nothing in this Agreement shall grant or give rise to any licence, or other right of use, or other right in respect of the information disclosed by the Disclosing Party, which, therefore, remains the property of the same.

## **9. Limitation of Liability**

The Confidential Information subject to this Agreement is made available “as is” and no warranty of any kind whatsoever is given, explicitly or implicitly, with regard to the quality of such information and in particular with regard to its applicability to any purpose, the non-infringement of a third party’s rights, its accuracy, completeness or correctness.

## **10. Duration**

The confidentiality obligations shall extend from the signing of this Agreement up to (X or maximum 5 years possibly including the duration of the research project) years after the end of the research

contract referred to in the Preamble, except in the event that any extension to the Confidentiality Agreement's period of validity is subsequently agreed between the Parties in writing and before the expiry of the above term.

## **11. Returning Confidential Information**

**11.1** At any time, and in the event that the Agreement is terminated for any reason whatsoever, upon the Disclosing Party's request, the Receiving Party shall promptly return all the Confidential Information provided by the Disclosing Party under this Confidentiality Agreement, including all written materials, photographs, models, samples, compounds, and any other Information made available, including data and documents developed independently by the Receiving Party based on the Confidential Information such as, for example, analyses, compositions, studies, methods, designs, layouts, etc..

**11.2** The Receiving Party may not keep a copy of the Disclosing Party's Information, nor claim any right to such Information, nor retain copies of or claim any right to the data or documents developed independently by the Receiving Party itself using the Confidential Information.

All Confidential Information, whether original or a copy, as well as all data and documents developed independently by the Receiving Party from the Confidential Information is the exclusive property of the Disclosing Party.

## **12. Applicable law and dispute resolution**

**12.1** This Agreement is governed by Italian law.

**12.2** Any dispute arising between the Parties relating to the execution or interpretation of this Agreement, if not settled amicably, shall be referred to a Judicial Authority. The Parties choose the Court of Padua, Italy, as having exclusive jurisdiction.

## **13. Communications**

Communications between the Parties relating to this Agreement shall be sent to the following addresses:

- for the Università degli Studi di Padova - Department of Industrial Engineering

Research and Third Mission Unit: [contratti.dii@unipd.it](mailto:contratti.dii@unipd.it);

PEC: [dipartimento.dii@pec.unipd.it](mailto:dipartimento.dii@pec.unipd.it)

- for the Company/Entity

.....

.....

The Parties declare that this Agreement, in all its parts, has been read, approved and signed without the use of forms, templates or general conditions unilaterally prepared by one of them and that, therefore, articles 1341 and 1342 of the C.C. (Italian Civil Code) are not applicable.

The Parties sign this Confidentiality Agreement through their legal representatives.

For the Università degli Studi di Padova – Department of Industrial Engineering

Prof. Stefania Bruschi, Head of Department

DATE:

SIGNATURE:

the appointed scientific responsible person, by way of accepting and assuming the obligations incumbent on the same

SIGNATURE

For the Company/Entity.

DATE:

SIGNATURE:

(at the discretion of the company) the person responsible for handling data, by way of accepting and assuming the obligations incumbent on the same

SIGNATURE