CONFIDENTIALITY AGREEMENT
(to be used when the Department signs an agreement with an individual internal researcher to carry out a contract/project)

With this Confidentiality Agreement (hereinafter the "**Agreement**")

The University of Padua – *Department of* ….. based in Padua at [street] - Tax Code 80006480281, represented by the *Director* ……………………..., (hereinafter the "'**University**")
and

Prof./Dr. ………………………………………………………………………………….., resident in ………………………………………. at [street] ……………………………………………………………… no…….. Tax Code …………………………………………….., employee / grant holder / PhD / Student of………UNIPD……………………………………………(hereinafter the "**Researcher**")) [Che indica genericamente una persona coinvolta nella ricerca, che sia studente dottorando o borsista non cambia]

Also referred to individually as the "**party**" and jointly as the "**parties**"

PREAMBLE

a) the University and …XXX .. (the client/project partner) signed, on ……, a contract/agreement/… to carry out the activity/project- **……** (annex 1) *[you can also attach an abstract only]*, with the Scientific Manager being prof. -…. of the Department of ….;

b) the execution of the contract/the development of the project requires the Scientific Manager to provide the Researcher with – or the Researcher may, in any case, become aware of – certain information, data and knowledge which is highly confidential. Such confidential information, data and knowledge is essential to achieving the objectives identified in the project, referred to in point (a) of the preamble, as well as any confidential information provided by the client/project partner for its implementation;

c) the project's subject matter could lead to patentable results or, in any case, results requiring protection;

d) the use of this information, data and knowledge requires appropriate forms of protection in order to ensure their originality and their patent potential as well as to safeguard the University's and the client's/project partner's commercial policies, confidential information and research activities;

e) the information that will be provided to the Researcher, or of which the Researcher may become aware, has significant economic and/or scientific value for the University and for the client/project partner and, as a result, the Researcher acknowledges that any breach of this Agreement will cause the University and/or the client/project partner irreparable damage;

f) specific confidentiality obligations need to be defined between the Parties to this Agreement;

g) in any case, the Researcher is subject to the provisions of the University's Patent Regulations and declares to be aware of them, in particular, the obligations under articles 5 and 6 of the aforementioned Regulations. The Regulations are available at:
https://www.unipd.it/sites/unipd.it/files/2020/Reg_Brevetti_13052020.pdf

THE FOLLOWING IS AGREED AND STIPULATED:

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

2. Subject

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

3. Confidential Information

3.1 For the purposes of this agreement, "confidential" is taken to mean, by way of example but not limited to, the information, data and knowledge, of any nature whatsoever, and stored on any medium whatsoever, the materials disclosed or delivered by the University to the Researcher who, at the time such a disclosure or delivery is made, are identified as confidential in nature.

3.2 Also to be considered as subject to the confidentiality obligations are all the information, data, knowledge, materials of which the Researcher may become aware, in any way whatsoever, in relation to, or in the development of, the project referred to in the Preamble, even if not specifically identified as such.

3.3 The confidential nature of the information, data and knowledge referred to in point 3.1, above, shall be marked using a stamp or with an indication of the specific wording, "RESERVED" or "CONFIDENTIAL", or, if disclosed orally, must be identified as "confidential" at the moment of disclosure, and this identification must be confirmed in writing within 15 days of the disclosure, in order to allow the Parties themselves and authorised third parties to immediately identify such information, data and knowledge and, consequently, to comply with the confidentiality obligations laid out in this agreement.

3.4 The results of the project/activities referred to in point (a) of the Preamble are also to be considered confidential and, therefore, subject to the provisions of this Agreement, even if not expressly qualified as such.

3.5 The term "confidential" may not be used with information, data or knowledge: *
   a) in the public domain at the time when such information, data or knowledge was communicated to the Researcher, or which entered the public domain through an act or conduct not forbidden to the Researcher;
   b) that has been disclosed with the University's written consent.

4. Confidentiality obligations

4.1 The Researcher is prohibited from disclosing or communicating any confidential information, data or knowledge, as referred to in art. 3, in any way or form whatsoever, to an unauthorised party. The Researcher also undertakes to implement the measures normally necessary to prevent third parties from accessing confidential information (such as, purely by way of example but not limited to, protecting access to confidential data by the use of passwords or other means that prevent information from being made available to a third party).

4.2 Confidential information, data, materials 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 project referred to in point (a) of the Preamble and in a manner that does not, in any way whatsoever, compromise confidentiality or otherwise harm the University.

4.3 Confidential information, data and knowledge 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**.**

4.4 The Researcher undertakes not to use any Confidential Information transmitted by the University or of which the Researcher may become aware, in whole or in part, directly or indirectly, for any purpose other than those provided for in this Agreement.

4.5 *(facoltativo) The researcher will suspend the publication and/or embargo any discloure (including master or doctorate theisis) for the period of time defined by the Scientific Manager but for a time frame not greater than XXXX*

4.6 The Researcher also undertakes not to use the Confidential Information to develop or market, directly or indirectly, for his/her own benefit or for that of a third party, the know-how, the technology or any other new technology based on the project referred to in point (a) of the Preamble in any manner whatsoever other than that expressly agreed between the Parties.

5. Intellectual Property

5.1 This Agreement does not give the Researcher any right or licence or other right to use patents, trademarks, models or any other industrial or intellectual property rights held by the University or which the University legitimately has in its possession, nor to any information, data or knowledge, materials,

codes, etc. that are not protected or that cannot be protected under the Industrial Property Code (D. Lgs. (Legislative Decree) 30/2005 as amended) or under Copyright Law (Law 633/1941 as amended), and which are held by the University or which the University legitimately has in its possession.

6. Duration

6.1 The confidentiality obligations shall extend from the moment this Agreement is signed up to XX months after the end of the project, including, in any case, the evaluation phase of the results produced, except in the event that any extension to the Agreement's period of validity is subsequently agreed between the Parties and before the expiry of the above term.

6.2 If results are produced that can be patented, and the patenting process is initiated, the duration of this Agreement will, in any case, be extended to the 18 months following the patent application, if this period is after the deadline indicated above.

7. Returning Confidential Information

7.1 At any time at the University's request, as well as in the event that the Agreement is terminated for any reason whatsoever, or upon the Agreement's or the project's natural expiry, or when the Researcher completes his/her activities, the Researcher shall promptly return all the Confidential Information provided by the University, or which, in any case, the Researcher has in his/her possession by virtue of this Agreement, including all written materials, photographs, models, samples, compounds, and any other information made available, including data and documents developed independently by the Researcher based on the Confidential Information such as, for example, analyses, compositions, studies, methods, designs, layouts, etc.

7.2 The Researcher may not keep a copy of the University's information, nor claim any right to such information, nor retain copies of, or claim any right to, the data or documents or to any result, of any nature whatsoever, developed, even independently, using the Confidential Information.

7.3 All Confidential Information, whether in the original or a copy, as well as all data and documents, materials, software and any other result developed independently by the Researcher from the Confidential Information or which includes such confidential information is the University's exclusive property.

8. Applicable law and dispute resolution

8.1 This Agreement is governed by Italian law.

8.2 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.

9. Communications

Communications between the Parties relating to this Agreement shall be sent to the following addresses:
- for the University of Padua - Department of
for Prof./Dr.

……

…………………

SIGNATURE of the HEAD OF THE DEPARTMENT   SIGNATURE of Prof./Dr.

SIGNATURE of the SCIENTIFIC MANAGER OF THE PROJECT