**CONFIDENTIALITY AGREEMENT**

This is made and effective from the latest signed date.

This Confidentiality Agreement (hereinafter “Agreement”) is entered into between Università degli Studi di Trieste, Department of…………………………………………………..having its Headquarters in ………………………………….. (hereinafter referred to as “UNITS”) duly represented by .............................. (TITLE), professor ..........................................................

**and**

XX - hereinafter referred to as **"XX"**

WHEREAS UNITS and XX intend to exchange information for the purpose of evaluating a possible collaboration about the technologies embodied into the patent/patent application TITLE/NUMBER hereinafter referred to as the **"collaboration"**;

and WHEREAS in order to define the content and the follow up of the **collaboration** the parties wish to exchange technical and/or commercial information of a confidential or proprietary nature presently in their possession and wish to ensure that the same remains confidential;

**Now, therefore, it is hereby agreed as follows:**

1. For the purpose of this Agreement **"confidential information"** shall mean all written and verbal data such as technical and/or commercial information, including but not limited to any documents, drawings, sketches or designs, materials, research results, procedures, samples or prototypes disclosed or supplied either by the UNITS or by XX to the other party, and which at the time of its disclosure or supply is identified as confidential or proprietary. Oral information which is confidential or proprietary shall be recorded in writing by the disclosing party within (30 days) after disclosure, and the resulting document shall specifically state the date of disclosure and include a brief description of the confidential information disclosed or supplied. The foregoing notwithstanding, the terms of this Agreement also pertain to information not so marked or identified if the party receiving the information otherwise knows or should reasonably be expected to know of their confidential nature.

1. UNITS and XX each undertake to treat any and all **confidential information** as confidential, to use it solely for the purpose of the evaluation and definition of a **collaboration** as stated in this Agreement, not to disclose it to any third party, and not to make it publicly available or accessible in any way, except with the prior written consent of the disclosing party.

1. The obligations specified in section 2 above shall not apply with respect to any **confidential information** which:
2. the receiving party can demonstrate with written evidence has been known to the receiving party prior to the time of its receipt pursuant to this Agreement; or
3. is in the public domain at the time of disclosure or thereafter enters the public domain without breach of the terms of this Agreement on the part of the receiving party; or
4. the receiving party can prove that it has come to its knowledge through disclosure by sources other than the disclosing party, having a right to disclose such information; or
5. the receiving party can demonstrate with written evidence that the information has been developed independently by an employee of the receiving party who has not had access to any of the **confidential information** of the disclosing party;
6. has to be disclosed by the receiving party in response to a valid order of a court or any other body having jurisdiction over this Agreement or such disclosure is otherwise required by law, provided that the receiving party, to the extent reasonably possible, has first given prior written notice to the disclosing party and made reasonable effort to protect the **confidential information** in connection with such disclosure.

1. Unless it is necessary for the purpose stated in this Agreement and provided that any disclosed **confidential information** or any copy thereof is made accessible only to employees on a need to know basis, the receiving party shall not, without the prior written consent of the disclosing party, copy or reproduce any item or document supplied to the receiving party – being or containing in whole or in part **confidential information**. The receiving party shall return such item or document and any copies thereof at the supplying party’s request, and at the latest on termination of this Agreement. This shall not apply to copies of electronically exchanged **confidential information** made as a matter-of-routine information technology backup, and to **confidential information** or copies thereof which must be stored by the receiving party according to mandatory law, provided that such **confidentiality information** or copies thereof shall be subject to an indefinite confidentiality obligation.

1. All **confidential information** shall remain the exclusive property of the disclosing party as well as all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the receiving party is granted or implied under this Agreement. No commercial obligation on the part of either party is intended or undertaken. The parties agree that any **confidential information** is made available "as is" and that no warranties of any kind are granted or implied with respect to the quality of **confidential information**, including but not limited to, its fitness for any purpose, non-infringement of third-party rights, accuracy, completeness or correctness.

1. Each party shall ensure that **confidential information** will be disclosed only to its staff, fellows etc. having a need to receive such information for the purposes of the **collaboration**. Each party hereby warrants that its staff, fellows etc. to which **confidential information** is disclosed will be bound and will abide by the terms of this Agreement.

1. The party receiving **confidential information** including materials, samples, prototypes or similar items, shall not analyze it, chemically, by reverse engineering, or otherwise, in order to determine the identity and/or properties of its components.

To the extent that such items have not been destroyed or used during evaluation tests and unless there is no other agreement between UNITS and XX, they shall be returned to the supplying party or destroyed upon the request of the supplying party, and at the latest on termination of this Agreement.

1. This Agreement shall be effective as of the date of the last signature and shall thereafter continue for ............... months (period of exchange of information for evaluation purposes). The confidentiality obligation hereunder shall terminate in (2/3/5/7/10) years after the date of the last signature of this Agreement.

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1. Ancillary agreements, amendments or additions hereto must be made in writing.

1. Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as noncontractual claims, shall be resolved amicably among the parties, or through negotiation between the Executive Heads. If it is not possible to agree on a solution, the County Court of Trieste shall have exclusive jurisdiction for all disputes arising out or in connection with this Agreement. This Agreement shall be governed by the Italian law excluding its rules on conflicts of laws and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

1. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either party may specify in writing.
2. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

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On behalf of UNITS On behalf of XX

Prof………………………… Prof……………………………...

Title………….………………….. Title……………………………..

Date:…………………………. Date:…………………………….