



NON DISCLOSURE AGREEMENT

This Agreement is entered into this ____ (date) _____

Between

The University 'Gabriele d'Annunzio' Chieti - Pescara, Via dei Vestini No. 31 Chieti, VAT 01335970693, FISCAL Code 93002750698 (hereinafter referred to as "University"), through its legal representative Rector Carmine Ilio, born in Pescara on 02/04/1948, Fiscal Code DLICMN48D02G482X

and

..... (address)_____

PROVIDED THAT

A.and the University are exploring certain business opportunities and to facilitate this process, the 'Gabriele D'Annunzio' University has certain proprietary information which will provide to _____

B. The University, by Prof., the Department of intends to disclose information to in order to enter into agreement with the 'University for the development and / or the exploitation of know-how on the following topic:.....

C. The parties agree to preserve the confidentiality of such proprietary information as set out in this agreement.

THE PARTIES AGREE THAT

Confidential information means information made available by the University to ... which:

- A- Is marked as confidential;
- B- Is confidential to a third party to whom owes an obligation of confidence;
- C- Is information which knows or ought know is confidential;
- D- Is confidential because of the circumstances surrounding disclosure or because of the information nature;
- E- Includes the University of Chieti's business records, financial information, business plans, trade secrets, customer lists, technology, intellectual property and any other information which the University of Chieti deems as confidential.

BUT THE FOLLOWING IS NOT INCLUDED:

- A- Information which is or which becomes part of the public domain other than through a breach of this agreement or breach of any other confidentiality obligation or

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B- Has been independently developed or acquired by _____ or

C- Is already subject to the protection of patents, copyright, trademarks, designs or other statutory intellectual property protection.

In consideration of _____ providing _____ with access to some or all the Confidential Information, _____ agrees to:

A- Keep the Confidential Information confidential and

B- Ensure that any of its employees and /or contractors who have access to the Confidential Information have the same obligation to keep the Confidential information absolutely confidential.

_____ must keep the Confidential Information confidential until it is or becomes part of the public domain other than through a breach of this agreement or an obligation of confidence owed by _____ to _____

_____ agrees that the Confidential information shall only be used in connection with the work and affairs of the University and shall not be distributed, communicated or applied for the benefit of others.

The Confidential Information shall not be available to any third parties unless this party undersigns a confidential agreement with the University similar to this agreement.

Any amendments to this Agreement shall only be accepted in writing and undersigned by both parties.

Any dispute or controversy arising out of or relating to this agreement shall be governed by the Italian Law – Court of Chieti

This Agreement shall enter into force on the signing date and will last for years It is excluded its tacit renewal.

The University of Chieti

.....

Date:

Date:



Signature

Signature

The Scientific responsible

Prof.

Date

Signature
