

NON-DISCLOSURE AGREEMENT REGARDING MASTER'S DEGREE

THE PARTIES

[Graduand's name] born in [place] on [date of birth], Tax Code number [●], resident in [City, Street/Square, Nr., P.O. Box] (hereinafter the *Disclosing Party*)

AND

The Prof. [Commissioner's name], born in [place] on [date of birth], Tax Code number [●], resident in [City, Street/Square, Nr., P.O. Box] who signs on its own behalf; [REPEAT FOR EACH COMMISSIONER]

The Prof. [Commissioner's name], born in [place] on [date of birth], Tax Code number [●], resident in [City, Street/Square, Nr., P.O. Box] who signs on its own behalf (hereinafter referred to separately as *Receiving Party* and jointly as the *Receiving Parties*);

WHEREAS

- a. The *Disclosing Party* is developing the graduation thesis entitled [●], within the research group [●] coordinated by Prof. [●], and is aware of confidential information, in accordance with art. 98 of the Italian Industrial Property Code, developed within the research group with the contribution provided by Unifi researchers', which are part thereof;
- b. The discussion of the *Disclosing Party's* graduation thesis contains the abovementioned confidential information which are co-owned by the *Disclosing Party* and Unifi researchers' part of the research group [●];
- c. The *Disclosing Party* requires to disclose some confidential information related to its graduation thesis to the *Receiving Party/to Receiving Parties* for the sole purpose to authorize the evaluation of the training program and/or to attend the final discussion regarding graduation thesis [CHOOSE THE RIGHT OPTION] of [Graduand's name];
- d. In order to protect the confidentiality of the disclosed information, preventing the disclosure and/or dissemination, the Parties agree to assume every necessary precaution according with the terms and conditions hereafter specified.

ACKNOWLEDGE AND AGREE AS FOLLOWS

Art. 1 Recitals.

- 1.1. The recitals are an integral and substantial part of the Agreement and bind its interpretation and implementation.

Art. 2 Confidential Information.

2.1. For the purposes of this agreement, *Confidential Information* includes, for example, the project, information, data, knowledge, know-how, studies, research methods, procedures, formulae, ideas, drawings, technical reports, materials, processes, software, samples, in-vivo and in-vitro tests, lab practicum, manufacture processes, inventions and any other information that is related to the research group which the graduand is part of (even if including general public domain elements).

2.2. *Confidential Information* shall be transmitted to the *Receiving Party/Receiving Parties* in tangible form through the submission of the graduation thesis or orally by means of presentation.

Confidential Information shall be identified as such or by a stamp/watermark/indication bearing the wording 'Confidential' if in tangible form, or by the express mention of its secrecy in intangible form, by written notice to be sent to the *Receiving Party/Receiving Parties* within X (X) days from the oral disclosure.

Art. 3 Subject matter of the agreement.

3.1. This agreement is concluded to regulate the confidential obligations which each *Receiving Party* is required to abide by for the protection of *Disclosing Party's Confidential Information* and does not oblige the latter to disclose specific *Confidential Information* with the exception concerning the graduation thesis, which remains free to decide which *Confidential Information* will be communicated or made available to the *Receiving Party/Receiving Parties*.

Art. 4 Obligations of Receiving Party/Receiving Parties.

4.1. The *Receiving Party/Receiving Parties* shall maintain, all over the world, confidentiality regarding *Confidential Information* which shall not be communicated to third parties, disclosed, or disseminated in any way whatsoever. Furthermore, the *Receiving Party/Receiving Parties* commits/commit to use the *Confidential Information* solely for the purpose referred to in section c) of the recitals, with the exclusion of any other purpose, and only for the time necessary.

Confidential Information does not include information for which it can be proved that:

- are part of public domain at the time of the closing of this deed;
- the information falls into public domain after the entrance into force of this deed following the disclosure cause not due to the non-fulfilment of *Receiving Party/Receiving Parties*;
- the information was available to the *Receiving Party/Receiving Parties* before the closing of this deed, or was later developed independently by third parties who had the right to do so;
- a statute, court decision or administrative act compelled to disclose them;

Art. 5 Intellectual and Industrial Property Rights.

5.1. All industrial and intellectual property rights related to the *Confidential Information* and to any other information that the *Disclosing Party* discloses or makes available to the *Receiving Party* shall remain property of *Disclosing Party* and Unifi researchers' part of the research group [●]. Neither the conclusion or execution of this agreement, nor the disclosure or the provision of any *Confidential Information* may be considered an assignment or license of industrial or intellectual property rights related to the *Confidential Information* to the *Receiving Party*.

The *Disclosing Party* maintains the right to file patent applications worldwide and to use secret information that includes one or more elements of *Confidential Information*.

Every *Receiving Party* undertakes not to file patent applications anywhere in the world and not to use secret information that includes one or more elements of *Confidential Information*.

If the *Receiving Party* eventually develops know-how from the analysis of the *Confidential Information*, such know-how will belong to the *Disclosing Party* and to the other co-owners of the *Confidential Information*.

Art. 6 Duration.

6.1. The confidential obligations referred to in art. 4 shall remain into force for a period of X (X) years from the date of conclusion of this deed or until the *Confidential Information* falls into public domain cause not due to any *Receiving Party*, except in accordance with any longer-term provided for by law, by judicial proceedings, or other contracts.

Art. 7 Tolerance.

7.1. If the *Disclosing Party* tolerates a behaviour of the *Receiving Party/Receiving Parties* that may constitute a breach of the provisions of this agreement, this shall not constitute, in any moment, a tacit waiver of the *Disclosing Party's* rights.

8. Penalty Clause.

8.1. In the event of breach of confidentiality obligations referred to in this agreement, the *Receiving Party/Receiving Parties* will pay to the *Disclosing Party* the amount of € (X) X for every ascertained breach, without prejudice to the potential further losses.

ALTERNATIVELY

8.1. The PARTIES acknowledge that a monetary relief does not suitably safeguard *Confidential Information* and therefore solely an injunction may represent an effective action to safeguard such information. The *Receiving Party/ Receiving Parties* acknowledge/acknowledges that the *Disclosing Party* may be subjected to irreparable harm if any provision of the hereof agreement happens to be infringed and agree that said provisions shall be enforced through the issue of an injunction which shall prohibit the unauthorized copy, reproduction, use, dissemination, or disclosure of any *Confidential Information*.

Art. 9 Applicable law and submission clause

9.1. The agreement and all relationships between the *Disclosing Party* and the *Receiving Party* shall be subject to the Italian law and all disputes among the Parties relating to this agreement shall fall under the exclusive competence of the Court of Florence.

Art. 10 Privacy

10.1. Each *Receiving Party*, in its quality of independent data controller, in compliance with the European Regulation 2016/679 and to the respective national legislation, provide the treatment of any personal data concerning the present non-disclosure agreement solely for the purposes connected to the execution of the relationship established with this deed.

Each *Receiving Party's* contact details, for the purposes of this article are the following: Data controller is, Tax Code number, residing in [City, Street, House Number, P.O. box], at the email address

[Date] (Disclosing Party) _____

[Date] (Receiving Party) _____

[Date] (Receiving Party) _____

In accordance with articles 1341 and 1342 of the Italian Civil Code, Parties expressly approve the provision provided by art. 9 (Applicable law and submission clause).

[Date] (Disclosing Party) _____

[Date] (Receiving Party) _____

[Date]

(Receiving Party) _____