CONFIDENTIAL NONDISCLOSURE AGREEMENT

**BETWEEN**

The University of Rome "Tor Vergata", Department of ……………, having offices in Rome, via ………… - 00133, Tax Code n. 02133971008; represented by Prof. ……………(hereinafter referred to as "UNIVERSITY").

**AND**

the Company [YYYYY NAME], represented by [Name ... ... ...], registered office ... ........., VAT number ......... ..CF ............, having offices in ….. (hereinafter referred to as “Company”.

Both hereinafter referred to, individually or jointly, as "party(s)").

The Research Group coordinated by Prof. ………. has developed a highly innovative product in the field of …………………as described in *Annex A* (hereinafter referred to as "Found"), whose structural and functional aspects must be considered confidential.

The COMPANY is interested in getting these information under constraint of confidentiality in order to assess the possibility of development and exploitation of the Found (Purpose).

**The parties therefore agree as follows:**

1. If (a) Parties disclose Information to each other according to the requirements of Paragraph 2, and (b) the Information is not excluded according to the provisions of Paragraph 3, then Parties must: (1) hold the Information in confidence; (2) use the Information only for the Purpose; and (3) use the same level of care to prohibit disclosure of the Information and to prohibit the unauthorized use of the Information as the other party uses to protect its own confidential information, but in no event less than reasonable care.

2. Party must disclose all Information in writing or other tangible medium of expression and must identify the writing or other tangible medium of expression as being disclosed under this Agreement. For any oral or visual disclosure to be included in the Information, the oral or visual disclosure must be reduced to writing or other tangible medium of expression, identified as being disclosed under this Agreement, and retransmitted to other party within 30 days after the initial oral or visual disclosure.

Within a maximum period of 3 months after the receipt of the documentation, COMPANY shall communicate to UNIVERSITY the results of the evaluation.

3. Parties obligations of confidentiality and restricted use do not apply to:

(a) Information, which at the time of disclosure is generally available to the public or in the public domain;

(b) Information which, after disclosure, becomes generally available to the public or part of the public domain by publication or otherwise, except by breach of this Agreement by;

(c) Information, which either party can establish by reasonable proof, was in its possession at the time of disclosure by other party or is independently derived by either party without use of or access to the Information;

(d) Information, which either party receives from a third party, having the right to disclose such Information to other party and who does not require same to be maintained confidential;

(e) Information which is transmitted to either party after either party has received written notice from other party that other party does not desire to receive further Information; or

(f) Information, which is required to be disclosed in compliance with applicable law or regulations or by order of a court or other body of competent jurisdiction, provided by either party. Either party gives other party prompt notice prior to such disclosure.

4. The obligations under this Agreement expire five (5) years after the effective date of this Agreement.

5. Either party may disclose the Information to a corporate affiliate that agrees to be bound by the provisions of this Agreement. For purposes of this Agreement, a corporate affiliate of either party is any company, subsidy or business entity directly or indirectly owned or controlled by either party, or which directly or indirectly owns or controls either party, or which directly or indirectly is owned or controlled by a company, which owns or controls either party. The term "controlled" and "controls" in the control of a company means ownership of at least fifty percent (50%) of the shares entitled to vote for directors to the board of directors of such company.

6. Nothing contained in this Agreement may be construed as an obligation to enter into any further agreement relating to the Information.

7. This Agreement is effective as of the later of the two dates written below.

8. This Agreement shall be interpreted in accordance with the laws of Italy.

All disputes which may arise in relation to this Agreement shall be subject to the exclusive jurisdiction of the Court of Rome, Italy.

9. This Agreement represents the entire agreement between Parties relating to the subject matter hereof, and supersedes all other agreements, whether written or oral, on the same subject matter. This Agreement may not be amended or modified except in a writing signed by the party against whom such amendment or modification is to be enforced. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be unenforceable in any respect, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part thereof.

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made if in writing and delivered personally or sent by overnight courier, or registered or certified mail (postage prepaid, return receipt requested) to the parties at the following addresses:

…………………………………….

*xxxxxxxxxxxxxxxxx*

*xxxxxxxxxxxxxxxxx*

Attention of: *XXXXXXXXX*

**UNIVERSITY OF ROME “Tor Vergata”**

**Department of …….**

………………………..

……………………….

This Agreement may be executed in two counterparts of the signature pages, each of which shall be considered an original.

………………………………………..

By: XXXXXXXXXXXXXXXXX.

xxxxxxxxx

xxxxxxxxx

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**UNIVERSITY OF ROME “Tor Vergata**”

**Department of**……………..

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: XXXXXXXXXXXXXXXXX.

Head of Department

xxxxxxxxx

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_