

MUTUAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement"), is entered into force as of _____ 2013 the "Effective Date")

BY AND BETWEEN

COMPANY _____ LTD located ----- Trade register n. _____ -
Represented by _____

Hereinafter referred to as " _____ ",

AND

UNIVERSITY OF PISA – Lungarno Pacinotti n 43 - I-56126 PISA, ITALY – Represented by Rector Prof Massimo Augello

Hereinafter referred to as the "Partner",

COMPANY _____ LTD and the Partner are hereinafter individually or collectively referred to as a "Party" or the "Parties". For the purpose of this agreement, the Party disclosing confidential information shall be referred to as the "Disclosing Party" and the Party receiving confidential information shall be referred to as the "Receiving Party".

1. WITNESSETH

WHEREAS, COMPANY _____ LTD and its affiliated companies are engaged in the business of research and development of _____ products and devices. More specifically, the research and development centre of COMPANY _____ LTD works on _____ project.

WHEREAS, the Partner is one of the leading academic institutions in research and teaching in _____ Sciences. More specifically the Disclosing Scientist have been working on _____ since _____ within national and International research project and is specialized in research and development of _____ production and _____ process;

WHEREAS, each Party has developed and possesses certain confidential and proprietary information, technology and know-how in relation thereto (hereinafter the "Information");

WHEREAS, the Parties are investigating the feasibility and advisability of entering into business discussions with respect the following purpose (hereinafter the "Purpose"):

Discussion on production of _____

WHEREAS, for the object of evaluating their interest in the Purpose, the Parties will need to exchange certain Information on a confidential basis.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the Parties hereto agree as follows:

1.1 Obligations of Receiving Party

1.1 Under this Agreement, "Information" means any product, compound, sample, data, drawings, formulas, know-how, software, processes and more generally any financial, marketing, technical, scientific or organizational information, designated in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary.

1.2 The Receiving Party undertakes to keep strictly confidential and not to disclose the Information to any third party. The Receiving Party shall use the Information only for investigating the Purpose.

- 1.3 The Information shall be disclosed only to those employees, agents, consultants or representatives who need to know such Information in relation to the Purpose, and who shall be obligated to abide by obligations of confidentiality substantially similar to those contained herein.
- 1.4 The Disclosing Party makes no representation or warranty with respect to the accuracy or completeness of any Information provided hereunder and the Receiving Party agrees that the Disclosing Party shall not incur any liability as a result of the use of the Information by the Receiving Party, its employees or agents.
- 1.5 The Receiving Party acknowledges that all rights with respect to the Information remain the property of the Disclosing Party. Nothing in this Agreement shall be deemed by implication or otherwise to convey to the Receiving Party any right or license with respect to the Information.
- 1.6 This Agreement shall not result in either Party being obliged to enter into any transaction or into any further agreement with the other Party with respect to the Purpose.
- 1.7 The obligations mentioned herein shall not apply to Information which:
- (a) at the time of its receipt, is already in the possession of the Receiving Party;
 - (b) is in the public domain at the time of its receipt or becomes part of the public domain after its receipt by publication or otherwise but not through a breach of this Agreement by the Receiving Party;
 - (c) is rightfully received by the Receiving Party from a third party on a non-confidential basis.
 - (d) is developed by Receiving Party or its affiliated companies independently from any disclosures made hereunder, as evidenced by Receiving Party's records.

Notwithstanding the foregoing, the Receiving Party shall be entitled to disclose the Information as required by law or by any governmental or other regulatory authority, provided that it gives the Disclosing Party prompt notice of such disclosure.

2. Duration

- 2.1 This Agreement shall enter into force on the Effective Date above mentioned and shall continue for 30 (thirty) days. Notwithstanding termination of this Agreement for any reason, the confidentiality and non-use obligations set forth herein shall continue for a period of 5 years from the date of last disclosure of the Information.
- 2.2 The Receiving Party shall at any time and within 15 days following the request of the Disclosing Party, cease to use and return all Information supplied during the term of this Agreement in written or other tangible form, save that the Receiving Party shall have the right to retain one (1) copy of the Information received hereunder as part of its confidential legal records for the strict purpose of determining legal obligations only, to be noticed following the request of the Disclosing Party.

3. Miscellaneous

- 3.1 The Receiving Party agrees that any breach of this Agreement may cause irreparable injury entitling the Disclosing Party to seek injunctive relief in addition to all available remedies available to it.
- 3.2 This Agreement and n. 1 Document in attach (description: _____) constitutes the entire agreement and supersedes all prior agreements and understandings among the Parties hereto, with respect to the subject matter. It can only be modified by written amendment signed by the Parties.

3.3 The Parties - including their respective Affiliates as defined below - shall not assign, transfer or otherwise dispose of this Agreement or any rights, interests or obligations resulting thereof without the prior written consent of the other Party.

For the purposes of this Agreement, "Affiliate" shall mean any corporation, partnership or other entity which owns or controls, is owned or controlled by or is under common ownership or control with a Party. Ownership or control for purposes of this paragraph shall mean the direct or indirect ownership of equal or more than fifty percent (50%) of the voting interest and the power to direct or cause the direction of the manager and policies of a corporation or other entity whether through the ownership of voting securities by contract or otherwise.

With respect to Company _____ "Affiliate" shall mean any corporation, partnership or other entity which owns or controls, is owned or controlled by or is under common ownership or control with COMPANY _____ LTD or COMPANY _____ LTD.. Ownership or control for purposes of this paragraph shall mean the direct or indirect ownership of equal or more than fifty percent (50%) of the voting interest and the power to direct or cause the direction of the manager and policies of a corporation or other entity whether through the ownership of voting securities by contract or otherwise. Also for the purposes of this Agreement, Affiliates shall include _____

4. Applicable law - Jurisdiction

4.1 This Agreement shall in all respects be governed by and interpreted according to the laws of Italy

4.2 Any dispute under this Agreement which cannot be resolved amicably shall be settled by the competent courts of Italy.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers or representatives.

For COMPANY _____ LTD R&D, SNC (The Receiving Party)

Name: _____

Title: _____

Date:

For the University of Pisa, Department _____ (The Disclosing Party)

Prof. _____ Disclosing Scientist

Title: Full Professor of _____

Date:

EXHIBIT N.1 (CLAUSE 3.2)