

Non-Disclosure Agreement

Annex B

This Confidentiality Agreement (the "Agreement"), is entered into force as of _____ 2019 "Effective Date")

BY AND BETWEEN (please, indicate all the team members)

YOUR NAME _____, SURNAME _____, TITLE _____,
DEPARTMENT _____;

YOUR NAME _____, SURNAME _____, TITLE _____,
DEPARTMENT _____;

YOUR NAME _____, SURNAME _____, TITLE _____,
DEPARTMENT _____;

YOUR NAME _____, SURNAME _____, TITLE _____,
DEPARTMENT _____;

YOUR NAME _____, SURNAME _____, TITLE _____,
DEPARTMENT _____;

YOUR NAME _____, SURNAME _____, TITLE _____,
DEPARTMENT _____;

YOUR NAME _____, SURNAME _____, TITLE _____,
DEPARTMENT _____;

YOUR NAME _____, SURNAME _____, TITLE _____,
DEPARTMENT _____;

Hereinafter referred to as the "Parties",

1. WITNESSETH

WHEREAS, the Parties are specialized in research and development in the field of _____;

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 wish to explore opportunities of common interest in the context of the project " _____ " to submit in response to this call for proposals;

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. 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 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. Notwithstanding termination of this Agreement for any reason, the confidentiality and non-use obligations set forth herein shall continue for the duration of the project.

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 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 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.

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 in compliance with their contractual relationship with the University of Pisa.

Name: _____

Title: _____ Date: _____

Name: _____

Title: _____ Date: _____

Name: _____

Title: _____ Date: _____

Name: _____

Title: _____ Date: _____

Name: _____

Title: _____ Date: _____

Name: _____

Title: _____ Date: _____

Name: _____

Title: _____ Date: _____

Name: _____

Title: _____ Date: _____