CONFIDENTIAL AGREEMENT REGARDING Ph.D RESEARCH

THE PARTIES

Ph.D Student [name and surname], born in [place] on [date of birth], ID number [Passport/identity card], resident in [City, Street/Square, Nr., P.O. Box] who signs on its own behalf (hereinafter the *Disclosing Party*)

AND

Prof. [Referee and/or Committee's Member name and surname], born in [place] on [date of birth], ID number [Passport/identity card], resident in [City, Street/Square, Nr., P.O. Box] who signs on its own behalf; [REPEAT FOR EACH REFEREE AND/OR COMMITTEE'S MEMBER]

Prof. [Referee and/or Committee's Member name and surname], born in [place] on [date of birth], ID number [Passport/identity card], 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 attending the Ph.D course in [●] performing the research project on "[●]" (Tutor: Prof. [name and surname]), 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;

OR

a. Will defend the Ph.D in [●] performing the research project on "[●]";

b. The report concerning the first/second year of the Ph.D research project, required to be admitted to the second/third year of the Ph.D Course, attended by the *Disclosing Party,* contains the abovementioned confidential information co-invented by the *Disclosing Party*, by the Tutor and by the Members of the Tutor's research group;

c. The *Disclosing Party* requires to disclose some confidential information related to his Ph.D research project to the *Receiving Party/to Receiving Parties* for the sole purpose to authorize the evaluation of the Ph.D Student Jacopo Tricomi's research project, and Ph.D Student Jacopo Tricomi's admission to the third year of the Ph.D Course in Chemical Sciences;

d. In order to protect the confidentiality of the disclosed information, preventing the disclosure and/or dissemination, the Parties agree to assume any necessary precaution according with the terms and conditions hereafter specified.

ACKNOWLEDGE AND AGREE AS FOLLOWS

Art. 1 Recitals. The recitals are an integral and substantial part of it and bind its interpretation and implementation.

Art. 2 Confidential Information. 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 researcher is part of (even if including general public domain elements).

Confidential Information shall be transmitted to the *Receiving Party/Receiving Parties* in tangible form through the submission of the report regarding the research activity performed during the second year of

the Ph.D course for the sole purpose to authorize the evaluation of the research project. *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.

Art. 3 Subject matter of the agreement. 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 to final report concerning the first/second year/ doctorate final thesis, which remains free to decide what *Confidential Information* will be communicated or made available to the *Receiving Party/Receiving Parties.*

Art. 4 Obligations of Receiving Party/Receiving Parties. 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 the agreement;
- the information falls into public domain after the entrance into force of the agreement 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 the agreement, 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. 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 *Confidential 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. The confidential obligations referred to in art. 4 shall remain into force for a period of 5 (five) years from the date of conclusion of this agreement or until the *Confidential Information* falls into public domain cause not due to any *Receiving Party.*

Art. 7 Applicable law and submission clause. The *Agreement* and all relationships between the *Disclosing Party* and the *Receiving Party/Receiving Parties* 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. 8 Privacy. Each *Receiving Party*, in their 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 Prof. [Referee and/or Committee's Member name and surname], born in [place] on [date of birth], ID number [Passport/identity card], resident in [City, Street/Square, Nr., P.O. Box] who signs on its own behalf; [REPEAT FOR EACH REFEREE AND/OR COMMITTEE'S MEMBER]

Place, date	**Disclosing Party's signature**
12/10/2021	

Place, date	**Receiving Party's signature**
Place, date	**Receiving Party's signature**

Pursuant to Art. 1341, second paragraph of the Italian Civil Code, the following article is specifically approved by the Parties: Art. 7 (Applicable law and submission clause).

Place, date	**Disclosing Party's signature**

Place, date	**Receiving Party's signature**
Place, date	**Receiving Party's signature**