**NON - DISCLOSURE AGREEMENT**

between

Politecnico di Milano – Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Registration Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; VAT number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), with registered office in Milan, Piazza Leonardo da Vinci n. 32, Italy, (hereinafter referred to as “Politecnico” ), represented by the Head of Department, Prof. \_\_\_\_\_\_\_\_\_,.

and

[COMPANY NAME] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (registration number\_\_\_\_\_\_\_\_\_\_\_; VAT \_\_\_\_\_\_\_\_\_\_) having its registered office at [ADDRESS] \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Company" or “Disclosing Party”), represented by \_\_\_\_\_\_\_\_\_\_, Eng./Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, authorized to the signing of this act under\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*The above Parties hereinafter individually referred to as a “Party” and collectively to as the “Parties”*

**PREAMBLES**

1. Whereas, Politecnico holds expertise in the field of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
2. Whereas, the Company owns holds expertise and has certain Know-How in the field of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
3. Whereas, the Disclosing Party intends to exchange information to Politecnico related to the field of \_\_\_\_\_\_\_ in order to evaluate possible cooperation (hereinafter the “Purpose”), by possibly entering into appropriate further contracts;
4. Whereas, Prof. \_\_\_\_\_\_\_\_ assumes, on behalf of Politecnico, the role of manager of the Confidential Information (hereinafter, “Confidential Information Manager”), and signs this Agreement taking charge of consequent obligations and responsibilities.
5. Whereas, Politecnico cannot exclude that researchers, within its own organization and different from the research group specified in this Agreement, could independently and without access to the Company’ confidential information, perform research in the same field of activities listed in this Agreement . To this purpose, the Company recognizes that this Agreement is limited, for what concerns Politecnico, to the specific research group composed by \_\_\_\_\_\_\_ (hereinafter the “Research Group”);
6. Whereas, with this non - disclosure agreement (hereafter the “Agreement”) the Parties shall define the terms and conditions under which they shall disclose and exchange the confidential information to achieve the Purpose

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS**

1. **Preamble and Definitions**
	1. The preamble mentioned above and agreed by the Parties, constitute an integral and substantial part of this Agreement.
	2. For the purpose of this Agreement “Disclosing Party” shall mean the Company that discloses its own Confidential Information and “Receiving Party” shall mean Politecnico that receives the other Party’s Confidential Information.
	3. For the purposes of this Agreement , “Confidential Information” shall mean all information, provided in a tangible form including, but not limited to, documents, drawings, measuring results, experiences, samples, prototypes, data, analyses, reports, studies, graphical representations, reports related to technology and production processes, models, tables, object codes, source codes, executable codes (whether registered or not), owned and disclosed by the Disclosing Party to Politecnico in the course of the meeting on \_\_\_\_\_\_ and following communications. Such information shall be disclosed in writing or delivered physically and in any case shall be identified in all models or other forms that bring the specific word “Confidential”. All Confidential Information disclosed in any manner other than writing shall be preceded or followed, within 30 (thirty) days from their disclosure, by a written statement indicating that the information is Confidential, or constitutes Confidential Information falling within the terms of this Agreement.
2. **Object**
	1. The Receiving Party agrees to consider as confidential the information disclosed and exchanged for the execution of this Agreement and undertake to use the Confidential Information in strict connection with and exclusively related to the execution of the Purpose. Moreover, the Receiving Party is committed to protect said information with reasonable care in conformity with their confidential nature.
	2. The Receiving Party undertakes not to reproduce nor use for aims other than the Purpose, the Confidential Information of the Disclosing Party or otherwise acquired in the execution of this Agreement. In particular, the Receiving Party is committed:
		1. to keep secret and not to reveal any Confidential Information belonging to the Disclosing Party;
		2. to use any of the Disclosing Party’s Confidential Information exclusively to perform activities pertaining the Purpose;
		3. not to copy, record, reproduce or duplicate in any form or by any means the Disclosing Party’s Confidential Information;
		4. not patent any information or data contained in any of the Disclosing Party’s Confidential Information;
		5. to limit the dissemination of any of the Disclosing Party’s Confidential Information within its organization only, to persons whose duties justify the knowledge of such Confidential Information as long as they are bounded by confidentiality restrictions similar to those in this Agreement .
	3. It is understood that the Receiving Party, within its own organization, shall not employ methods of disclosure and preservation of Disclosing Party’s Confidential Information with a degree of care lower from those used to handle its own confidential information.
	4. The Receiving Party shall notify the Disclosing Party of any disclosure of the Confidential Information of which it has become aware.
	5. The Parties acknowledge that Confidential Information may be considered "know-how" or "industrial secrets" in accordance with Directive (EU) 2016/943 and Articles 98 and 99 of the Italian Code of Industrial Property or different national inmplementation.
3. **Exclusions**
	1. The confidentiality obligations established in this Agreement do not apply to information which:
		1. is already public domain and / or belongs to the state of the art before or at the time it that has been disclosed to the Receiving Party;
		2. becomes publicly available after they have been disclosed to the receiving Party, for reasons not attributable to the same Receiving Party;
		3. has been gathered without secrecy restrictions by third parties;
		4. is independently developed by the Receiving Party staff who did not have access to the Confidential Information.
	2. In the event that the Receiving Party is required by laws, decrees, regulations, or other measures issued by the public Authority, to disclose the information in violation of this Agreement, that Party shall immediately notify the others in order to enable them to oppose to the above measures and - if required - offers its collaboration in this opposition. In any case, it can only be revealed that part of the information that the Receiving Party is legally obligated to disclose by these measures.
	3. With exception of gross negligence and willful misconduct, the Parties agree that possible claims for damages suffered directly by a Party or indirectly by one of its Clients or third parties, either of contractual nature (such as direct damages or loss of profit) and extra contractual nature suffered by either Party or their clients and/or third parties and arising from contractual and/or negotiating and/or pre-negotiated liability or in any other way, caused by the breach of confidential obligations as set forth in this Agreement , shall never exceed, cumulatively and including any related cost, the amount of € \_\_\_\_\_\_\_\_\_\_ (Euro \_\_\_\_\_\_\_\_\_\_\_\_\_).
4. **Duration of the Agreement**
	1. This Agreement will enter into force on the date of its signing and will be effective for a period of \_\_\_\_\_ ( \_\_\_ ) months from that date.
	2. The confidentiality obligations in Articles 2 and 3 will remain in force for a further 5 (five) years after the end of the Agreement.
5. **Effects of Term or Resolution of the Agreement**
	1. Upon resolution of this Agreement by the expiration of the term or by resolution for any reason, the Receiving Party shall without undue delay:
		1. return all Confidential Information and all copies thereof to the Disclosing Party or any other indicated person;
		2. return any document, opinion, draft, case study, report or analysis of the same that include the Confidential Information and all copies thereof to the Disclosing Party or any other indicated person;
		3. delete or destroy any information recorded on computers or other equipment owned, stored or controlled, except for copies contained in automatic storage systems. In such case, if the information is restored, it shall be the responsibility of the Receiving Party to delete it.
	2. The obligations under this Article do not apply to Confidential Information of which each Receiving Party is required by law to maintain a copy.
6. **Applicable Law and Jurisdiction**
	1. This Agreement shall be governed by and interpreted in accordance with the Italian law, whose provisions also apply to what is not expressly regulated in this Agreement.
	2. Any dispute, claim or controversy arising from or related in any way to this Agreement or the interpretation, application, breach, termination or validity thereof will be submitted for resolution to the exclusive jurisdiction of the Court of Milan, Italy.
7. **Uniqueness, Amendments and Additions of the Agreement**
	1. This Agreement describes the full agreement between the Parties and shall invalidate all previous communications or agreements, whether oral or written, between the Parties relating to the object of this Agreement .
	2. This Agreement cannot be assigned to any Party without the prior consent of the other Party. No amends nor additions to this Agreement will be valid or constitute a constraint on the Parties, unless made in writing and signed by both parties.
8. **Processing of personal data and protection of privacy**
	1. The Parties, identified, named, and domiciled as indicated above, autonomous data controllers, declare that they have mutually been informed (and, mutatis mutandis, expressly consent) that the "personal data" provided, also verbally, for the purposes of this contract, will be processed exclusively for the purposes of the contract itself, by means of the operations described in art 4.2 of the GDPR (EU Regulation 2016/679), and are aware that failure to provide the same may result in non execution or only partial execution of the contract. In addition, said data may be processed for statistical purposes, with exclusive processing of data in an anonymous form, by communicating the same to public entities when requested for carrying out their institutional purposes, and to private entities, when the scope of the request is in line with the Politecnico's institutional aims.
	2. The Data Controller in relation to processing of the data covered by this article are the Parties, identified, named and domiciled as indicated above. For the Politecnico the Management Responsible and the Confidential Information Manager indicated in art. 1, are the internal (Designated) Controllers, for processing for which they are competent (administrative and research), as prescribed in the Politecnico's current privacy organizational model.
	3. Finally, the Parties declare that they have been informed of the rights of the interested party in terms of Chapter III of the GDPR.
9. **Registration duties**
	1. This Agreement is subject to stamp duty, from its origin and at a fixed rate, pursuant to article 2 of the Tariff - part one - annexed to Presidential Decree no. 642 of 26 October 1972, and subsequent amendments and additions. The related charges are borne by Politecnico and will be virtually acquitted by Politecnico, holder of the Ministerial authorization No. 392144/92 of 04/20/1993.

 (oppure)

* 1. This Agreement is subject to stamp duty, from its origin and at a fixed rate, pursuant to article 2 of the Tariff - part one - annexed to Presidential Decree no. 642 of 26 October 1972, and subsequent amendments and additions. The related charges are borne and acquitted by the Company, holder of the Ministerial authorization No. xxxx of xxxx.

(oppure)

* 1. This Agreement is subject to stamp duty, from its origin and at a fixed rate, pursuant to article 2 of the Tariff - part one - annexed to Presidential Decree no. 642 of 26 October 1972, and subsequent amendments and additions. The related charges are shared equally between the Parties. The charges to be borne by the Politecnico will be paid virtually by the Politecnico, holder of the Ministerial authorization No. 392144/92 of 04/20/1993.
1. **Final provisions**
	1. All Confidential Information, irrespective of their nature, including, but not limited to, copyrights and other intellectual property rights, will remain the property of the Disclosing Party, the Receiving Party shall not acquire the ownership of or any other right, license or title to use the Confidential Information by virtue of this Agreement. No provision of the Agreement or other declaration made pursuant thereto, shall be construed as granting any license or any other industrial property rights or not, concerning the information itself.
	2. It is understood that nothing in this Agreement obliges the Parties to disclose information nor to negotiate any cooperation or commercial transaction.
	3. The Parties declare and guarantee that they have used the work and specialist legal and fiscal advice necessary for the drafting of this Agreement, acknowledged of its binding content and in any case to have understood the scope and negotiated the individual clauses.
	4. The Company warrants and represents to be acknowledged that Politecnico adopted its Ethic Code available on its website: <https://www.polimi.it/en/the-politecnico/statute-and-regulations/>
	5. This contract is entered into by means electronic format with holographic/electronic signature of the Company and electronic signature of Politecnico.

Milano, \_\_\_\_\_\_\_\_\_

Politecnico di Milano

Head of Department of \_\_\_\_\_\_\_\_\_\_\_\_

To assume the obligations and responsibilities arising from this Agreement: The Confidential Information Manager on behalf of the Politecnico Prof. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Prof. \_\_\_\_\_\_\_\_\_\_\_\_\_

The Company \_\_\_\_\_\_\_\_\_

Legal Representative \_\_\_\_\_\_\_\_\_

Pursuant to Article 1341 and 1342 of Italian Civil Code, the Parties declare that they are aware of the obligations and, consequently accept them, contained in Article 3.3 (limitation of liability).

The Company \_\_\_\_\_\_\_\_\_

Legal Representative \_\_\_\_\_\_\_\_\_