

**NDA**

***NON-DISCLOSURE AGREEMENT***

**BETWEEN**

(if legal entity) \_\_\_\_\_\_\_\_\_\_\_\_\_, Tax Code and VAT No. \_\_\_\_\_\_\_\_\_\_, with registered office in \_\_\_\_\_\_\_, represented by Mr./Mrs./Dr. \_\_\_\_\_\_, with elected domicile at \_\_\_\_\_\_, Tax Code \_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_ (CEO/President/other) of \_\_\_\_\_\_\_\_\_,

(if individual) Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tax Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, born in \_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the "Disclosing Party")

**AND**

Carlo Cattaneo University – LIUC (hereinafter "LIUC"), with registered office in Castellanza (VA), Corso Matteotti no. 22, Tax Code and VAT No. 02015300128, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with elected domicile at \_\_\_\_\_\_, Tax Code \_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_ (CEO/President/other/project manager) of \_\_\_\_\_\_\_\_\_,

(hereinafter referred to as the "Receiving Party")

**Whereas:**

1. The Disclosing Party and the Receiving Party intend to collaborate in the context of the project [Project Name] (hereinafter the “Project”);
2. During the execution of the Project, the Receiving Party may come into possession of confidential information, materials, data, and documents belonging to the Disclosing Party;
3. The Disclosing Party wishes to protect its confidential information by ensuring that the Receiving Party does not disclose or use such information for unauthorized purposes;

**The Parties agree as follows:**

**1. Definitions**

1.1. *Confidential Information:* shall mean all information, data, and other confidential material transmitted in any form (written, oral, electronic, visual, or otherwise), relating to the Project or to the Disclosing Party, that the Receiving Party receives directly or indirectly.

**2. Obligations of the Receiving Party**

2.1. The Receiving Party undertakes not to disclose, publish, or otherwise make accessible the Confidential Information to third parties without the prior written consent of the Disclosing Party.

2.2. The Receiving Party undertakes to use the Confidential Information solely for the purposes of carrying out the Project and for no other purpose without the explicit written consent of the Disclosing Party.

2.3. The Receiving Party shall take all necessary measures to maintain the confidentiality of the Confidential Information, treating it with the same care and diligence as it would treat its own confidential information of equal value, and in any case with at least reasonable care.

**3. Exclusions**

3.1. The provisions of this NDA shall not apply to Confidential Information that:

* a) Was lawfully in the possession of the Receiving Party at the time of disclosure;
* b) Is or becomes public knowledge through no breach of this NDA by the Receiving Party;
* c) Was lawfully received from a third party without any confidentiality obligation;
* d) Was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

**4. Duration**

4.1. The confidentiality obligations established under this agreement shall be valid from the date of signature of this agreement/adhesion form and shall remain in force for a period of five (5) years from the conclusion of the Project, unless otherwise agreed in writing.

**5. Return of Information**

5.1. Upon written request of the Disclosing Party or upon conclusion of the Project, the Receiving Party agrees to return all Confidential Information or to destroy it, confirming such destruction in writing.

**6. Breach and Compensation**

6.1. In the event of a breach by the Receiving Party of the obligations arising from this NDA, the Disclosing Party may seek compensation for any direct or indirect damages caused by such breach.

**7. Governing Law and Jurisdiction**

7.1. This agreement shall be governed by Italian law. For any dispute arising from the interpretation or execution of this agreement, the Court of Busto Arsizio shall have exclusive jurisdiction.

**Disclosing Party:**
[Name and Signature of Legal Representative]
[Date]

**Receiving Party:**
[Name and Signature of Legal Representative]
[Date]