

CONFIDENTIALITY AGREEMENT

BETWEEN

- CENTRO DI RICERCHE EUROPEO DI TECNOLOGIE DESIGN E MATERIALI (CETMA), PIC 999500223, Strada Statale 7 Appia KM 706+030 SNC, Cittadella della ricerca Brindisi 72100, Italy ;
- NTNU, Postboks 8900, NO-7491 Trondheim, Torgarden, Norway (hereinafter jointly as "Disclosing Party")

and

- [...]
- [...] (hereinafter referred to as the "Receiving Party")

Hereinafter, jointly referred to as the "Parties" or, individually, the "Party."

WHEREAS

1. Disclosing Party has successfully developed a call for tender for the project known as "COLLECTiEF" (hereinafter "Project") and are committed to protecting the confidential results and proprietary information arising specifically from this Project. This commitment includes safeguarding intellectual property (IP), business practices, and any other confidential Project-related information essential to the successful development and execution of the Project;
2. [...] requires access to the data resulting from the Project only for the purpose of study and research (hereinafter, the "Activity");

All of the above, the Parties agree and stipulate the following:

Article 1 - Premises

The premises form an integral part of this confidentiality agreement (hereinafter, the "Agreement").

Article 2 - Purpose

The Agreement governs the obligations of confidentiality and secrecy to which the Receiving Party is bound with respect to information, data and knowledge, as defined under the following articles, of which it has knowledge in connection with the Activity.

The Agreement does not constitute any commitment on the part of the Parties to enter into further contracts or to establish industrial or commercial relations or relationships or other forms of collaboration of any nature whatsoever. The execution of the Agreement also does not entail any consideration or economic commitment for the Parties.

Article 3 - Confidential Information

"Confidential Information" means all information acquired orally, in writing, electronically or in any other form and/or medium by the Receiving Party and owned by the Disclosing Party, and in particular those:

- a) any result of the Project or know-how related to the Project;

- b) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- c) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;
- d) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Party's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
- e) trade secrets; plans for products or services, and customer or supplier lists;
- f) any other information that should reasonably be recognised as Confidential Information by the Parties;
- g) pertaining, connected, related or otherwise related to the results or output of any calculations or processing carried out on databases, datasets or otherwise set of data accomplished by the Disclosing Party, or by the Receiving Party upon explicit authorization of the Disclosing Party, for informational, demonstrative or illustrative purposes of the techniques and results obtainable through the Project;

Confidential Information shall be considered as such regardless of whether it is distinguished or identified in writing as "confidential," or other similar expressions or terms.

Confidential Information disclosed to the Receiving Party by subsidiaries, consultants, agents, or representatives of the Disclosing Party shall also be subject to the discipline of this Agreement.

Access to Confidential Information is strictly prohibited without prior written authorization from Disclosing Party. Any individual or entity seeking access must submit a formal request detailing the intended purpose, scope, and use of the Confidential Information. Disclosing Party reserves the sole right to approve or deny such requests at their discretion. Unauthorized access, use, disclosure, or distribution of the Confidential Information is strictly prohibited and may result in legal action.

Article 4 - Exclusions.

Under no circumstances may information be considered Confidential which:

- a. is in the public domain on the date of signing the Agreement or becomes so as a result of such acquisition by an act or conduct not prohibited to the Receiving Party;
- b. were known and/or can be shown to have been known to the Receiving Party at the time of transmission;
- c. were developed independently of the Receiving Party without use of the Confidential Information;
- d. were disclosed in order to comply with an order or measure of a public authority, non-compliance with which carries penalties. In such case, the Receiving Party undertakes to inform the Disclosing Party in advance about the request received from the authority and the Confidential Information that will be disclosed.

Article 5 - Obligations of Receiving Party.

The Receiving Party shall maintain absolute confidentiality regarding the Confidential Information acquired by the Disclosing Party under the Agreement, to avoid the use, disclosure or publication of the same.

The Receiving Party may disclose the Confidential Information to its employees, consultants and affiliates to whom knowledge of such information is necessary for the purpose of performing the Activity, provided:

- a) that each person who becomes aware of such Confidential Information as a result of what is set forth in this paragraph shall be bound by this Confidentiality Agreement;
- b) the Receiving Party's liability to the Disclosing Party for any breach of confidentiality duties by such persons.

In particular, the Receiving Party agrees to the following requirements:

- a) to consider strictly confidential and, therefore, not to disclose and/or in any case not to make Confidential Information known to third parties, third parties being understood to mean all parties other than those indicated in Article 5.2;
- b) take all necessary and appropriate precautions and security measures, in accordance with the best professional standards, in order to keep the Information confidential, as well as in order to prevent unauthorized access, misappropriation and manipulation of the same.

The Receiving Party shall not use, transfer, reproduce, copy even any part of such Confidential Information in any form transmitted, without the specific written consent of the Disclosing Party. No Party shall disclose to any third party any fact or information relating to the Agreement, its specifications or any transaction and communication that is contemplated between the parties, or that becomes necessary, in connection with the Agreement or the Activity without the prior written consent of the other Party.

The Receiving Party shall notify the Disclosing Party immediately when it becomes aware of any breach of the Agreement by anyone who has disclosed Confidential Information and provide all necessary assistance in connection with any initiative of the Disclosing Party for the purpose of preventing, stopping or obtaining compensation for any such present or threatened breach.

The Receiving Party agrees that any disclosure, sharing, or transfer of the Confidential Information to any third party is strictly prohibited without the prior written approval of the Disclosing Party.

Requests for such approval must include:

- A detailed justification for the proposed disclosure, including the purpose and necessity of involving the third party.
- The identity of the third party and their role in relation to the Confidential Information.
- Assurance of adequate safeguards to maintain the confidentiality and integrity of the information.

The Disclosing Party reserves the exclusive right to approve or deny such requests at its sole discretion. Unauthorized disclosure to third parties shall constitute a material breach of this Agreement, entitling the Disclosing Party to seek immediate legal remedies, including but not limited to injunctive relief, compensation for damages, and termination of any collaboration or partnership agreements.

Article 6 - Intellectual Property

Confidential Information provided by the Disclosing Party to the Receiving Party shall remain the sole property of the Disclosing Party and shall be granted to the Receiving Party solely for the purposes set forth in the Agreement.

In no event shall the Receiving Party have any right or claim with respect to the Confidential Information.

In no event shall the Receiving Party use the Confidential Information for direct or non direct commercial purpose: the only allowed purpose is identifying in research activities.

Article 7 - Default and Penalty.

Without prejudice to any additional remedies available under applicable law or this Agreement, the Receiving Party expressly acknowledges and agrees that any breach of the obligations set forth herein would cause significant, irreparable harm to the Disclosing Party, for which monetary damages alone would be insufficient to compensate. In the event of an actual, threatened, or potential breach of any provisions of this Agreement, the Disclosing Party shall have the immediate right, without the requirement to post a bond or prove actual damages, to seek injunctive relief, specific performance, or other equitable remedies to prevent or mitigate such breach. Furthermore, the Receiving Party agrees that it shall indemnify and hold the Disclosing Party harmless against all costs, including but not limited to legal fees and damages, incurred as a result of such breach. These remedies shall be in addition to, and not exclusive of, any other remedies available at law or in equity.

Article 8 - Return, deletion, destruction of documents.

Upon termination of the Activity or in the event of termination for any reason of the Agreement, the Receiving Party undertakes to return, within a reasonable time, all documents (whether on physical or electronic media) relating to the Confidential Information in its possession or to destroy or delete the Confidential Information.

In any case, the Disclosing Party may require the Receiving Party to return, destroy or permanently delete, the documents (physical and/or electronically stored) containing specific Confidential Information, as well as to refrain from any further use of the Confidential Information, confirming in writing to the Disclosing Party that it has done so.

Article 9 - Amendment

Any amendment to the Agreement must be made in writing and signed by both Parties.

Art. 10 - Privacy.

The Receiving Party undertakes to process all data received from the Disclosing Party in accordance with the current legislation on the protection of personal data and in particular in accordance with the provisions contained in Regulation (EU) No. 2016/679.

Article 11 - Applicable law and competent court

The Agreement is governed by Italian law.

Should any dispute arise between the Parties regarding the validity, execution or interpretation of the Agreement, the Court of Milan shall have exclusive jurisdiction.

Place and Date

(Disclosing Party)

[...] (Receiving Party)
