

0.4 MODELLO NDA

CONFIDENTIAL DISCLOSURE AGREEMENT OUTGOING

This Agreement is entered into as of the _____ day of _____, 20.., between _____ with its principal place of business located at _____ (hereinafter "Company") and **UNIVERSITA' DEGLI STUDI DI URBINO CARLO BO** with its principal place of business located at, Via Saffi, 2 - 61029 Urbino PU, Italy (hereinafter referred to as "Discloser").

1. Confidential Information. Discloser will disclose to Company certain confidential and proprietary information and materials relating to _____ ("Confidential Information") for the purposes of evaluating a possible business relationship between the parties and their respective Affiliates (the "Purpose"). Notwithstanding the foregoing, information will only be considered Confidential Information under this Agreement if Discloser designates such information as "Confidential" or "Proprietary" in writing or, if disclosed orally, Discloser identifies such as confidential or proprietary in writing within thirty (30) days of the oral disclosure.

2. Confidentiality. Company agrees that it will make no use of any of the Confidential Information except for the Purpose and will take reasonable precautions to prevent disclosure of Confidential Information to third parties. Company may provide the Confidential Information for the Purpose to its Affiliates and to its and their respective directors, officers, employees and advisors (including service providers) who are informed of the confidential nature of the Confidential Information and who are bound by obligations of confidentiality and non-use no less restrictive than those contained herein. For purposes of this Agreement, an entity shall be deemed to be an "Affiliate" of the party if it is a company, whether a corporation or other business entity, that is controlling, controlled by or under common control with such party. "Control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the equity interest in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity. In the case of Company, Affiliate shall also include the research foundations organized and/or sponsored by Company and/or its Affiliates.

3. Exceptions. The obligations of Company under this Agreement shall not apply to any Confidential Information which:

- (a) at the time of disclosure is or thereafter becomes available to the public through no fault of Company;
- (b) becomes available to Company from a source, other than the Discloser, which has represented to Company that such source is not bound by a confidentiality agreement with the Discloser;
- (c) was known to, or was otherwise in the possession of, Company prior to the receipt of such Confidential information hereunder; or
- (d) is developed by Company independently of any disclosure hereunder.

4. Required Disclosures. Company may disclose Confidential Information if compelled to do so by a court or administrative agency of competent jurisdiction, provided however, that in such case Company shall provide notice to Discloser so that it may seek a protective order or other remedy from said court or administrative agency and shall only disclose that portion of the Confidential Information that, in its opinion, is required to be disclosed.

- 5. Return or Destruction of Confidential Information.** Upon written request from Discloser, Company shall return to Discloser or, at Company' option, destroy all written Confidential Information (including copies thereof); provided, however, that Company may retain a copy of such Confidential Information for archival purposes and subject to any copies remaining on Company' standard computer back-up devices (which copies Company agrees not to access after termination).
- 6. Term.** The confidentiality obligations of Company under this Agreement shall continue for 5 years from the execution of this Agreement.
- 7. Representation.** Discloser represents and warrants that it shall not communicate any Confidential Information to Company in violation of the proprietary rights of any third person and that it does not have any obligations or commitments inconsistent with the terms of this Agreement.
- 8. Relationship.** Except to the extent required by law, neither party shall disclose to any third party the existence or subject matter of the negotiations or business relationship contemplated under this Agreement. The execution and performance of this Agreement does not obligate the parties to negotiate or enter into any other agreement and neither party shall have any authority or power to bind or obligate the other party.
- 9. Governing Law.** This Agreement shall be governed by the laws of Italy, without giving effect to the conflicts of laws provision thereof. Any disputes arising between the parties relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the courts of Urbino / Pesaro.
- 10. Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to its subject matter and shall supersede any other prior arrangements as to the Confidential Information.
- 11. Assignment.** This Agreement is assignable by Company to any of its Affiliates, or to a successor or assignee of all or part of its business. Otherwise, this Agreement will not be assignable by either party without the prior written consent of the other party.
- 12. Headings.** The Section headings of this Agreement are for reference and convenience only and shall not be considered in the interpretation of this Agreement.
- 13. Severability.** In the event any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect.
- 14. Modification and Waiver.** No waiver, amendment or modification of this Agreement will be binding upon either party unless made in writing and signed by both parties, and no failure or delay in enforcing or exercising any right will be deemed a waiver.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Name of Company

UNIVERSITA' DEGLI STUDI DI URBINO CARLO BO

By: _____

By: _____

Name:

Name:

Title:

Title: