**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“**Agreement**”) is made by and between

**Aquafil S.p.A.**, with registered office in Via Linfano 9, 38062 Arco (Trento, Italy) (“**Aquafil**”)

and

Ms./ Mr. [•], [•] (“**Recipient**”)

(Aquafil and [•] jointly, “**Parties**” and, individually, “**Party**”)

**Whereas**

1. Aquafil is a company active in the field of man-made fibers manufacturing and is funding one PhD scholarship to the University of Trento in the framework of the 37th Doctoral Program in “Sustainability: Economics, Environment, Management and Society (SUSTEEMS)”;
2. The scholarship funded by Aquafil targets a research project led by the Recipient and addressing the following topic: “The journey towards climate neutrality: technological and non-technological solutions, environmental, economic, and social impacts for the synthetic fibre industry” (“**Project**”);
3. in the frame of the Project, the Parties are interested in setting forth terms and conditions for the possible exchange of confidential information (“**Confidential Information**”), including *inter alia*: ***(i)*** technical, functional, technological, commercial, legal or financial information in tangible or intangible form; ***(ii)*** any information obtained by the Recipient during any examination of samples and/or information or during any negotiation or discussions concerning the Project or during visits and/or demonstrations at the production sites and/or plant of a Aquafil and/or its affiliates company; ***(iii)*** any information provided to the Recipient by an affiliate company of Aquafil; and, at last, ***(iv)*** the Project itself, the fact that discussions are taking place and the fact that the Parties have entered into this Agreement.

**Now therefore, the Parties agree as follows.**

1. **Preambles**
	1. Preambles are integral and substantial part of this Agreement.
2. **Subject**
	1. Under the terms and conditions of this Agreement, the Parties undertakes to keep confidential the Confidential Information which will be exchanged in the frame of the Project.
3. **Treatment of Confidential Information**
	1. The Recipient shall keep all the Confidential Information in strict confidence and will not, without the prior explicit consent of Aquafil an affiliate company of Aquafil (each of them “**Provider**”):
	2. use or copy such Confidential Information for any purpose other than the Project;
	3. sell, trade, gift, and in general commercialize, publish, reproduce or reverse engineer the Confidential Information or make it available to a third party;
	4. disclose the Confidential Information to any other person than tutors, supervisors, and the members of the Doctoral programme Committee (“**Authorised Recipient**”) who need access in order to accomplish the Project. The Recipient shall ensure that each Authorised Recipient to whom Confidential Information is disclosed, is made aware of (in advance of disclosure), and adheres to, the terms and conditions of this Agreement. The Recipient shall be responsible for any non-compliance by any Authorised Recipient with the terms and conditions of this Agreement.
	5. The Recipient shall keep a list of Authorised Recipients to whom any Confidential Information is given and that list shall identify what Conditional Information each Authorised Recipient has been given. The Recipient shall make the list available to Aquafil on demand.
	6. Each Party might be required by the applicable law to keep and/or update an insider list on the basis of the involvement of persons on the Project in accordance with their respective laws as applicable.
	7. The obligations of this Agreement shall not apply or shall cease to apply to the Confidential Information for which the Recipient can give written and undisputable demonstration that:
4. at the time of revelation, the Confidential Information was part, or thereafter has become part of the public domain without any act or omission of the Recipient;
5. the Recipient already lawfully disposed of the Confidential Information on a non-confidential basis at the time of disclosure as evidenced in writing;
6. the Confidential Information has been received lawfully and in good faith from a third party, without being subject to any obligation regarding confidentiality;
7. it has independently been developed by employees or contractors of the Recipient who did not dispose of the Confidential Information, or any relevant portion thereof, nor have received the Confidential Information, as evidenced in writing.

For the purposes of this article information shall not be deemed to be available to the public or in a Party’s possession merely because it is embraced by more general information which is so available or in that Party’s possession.

* 1. In the event that the Recipient or Authorised Recipients are requested or required by law, regulation, supervisory authority or other applicable judicial or governmental order to disclose any Confidential Information, the Recipient will provide the Provider with prompt written notice of such request or requirement so that the Provider may seek an appropriate protective order. If, failing the issue of an appropriate protective order, the Recipient is compelled to disclose such Confidential Information, the Recipient will endeavour to disclose only that portion of the Confidential Information that it is strictly compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed. In any event, the Recipient will not oppose to actions by the Provider to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.
1. **Restitution of the Confidential Information**
	1. Upon request, the Recipient will cease the use of the Confidential Information and will promptly return or destroy any documents, copies, reproductions, notes and extracts thereof or any other tangible items that contains Confidential Information (or in case of digital or electronic form, permanently delete) in its possession and in the possession of the Authorised Recipients to whom it was disclosed pursuant to this Agreement. Further, the Recipient shall also promptly certify to the Provider that it has returned and / or destroyed the Confidential Information received in any of the aforesaid forms.
2. **Intellectual property**
	1. The Recipient acknowledges that all rights in, and title to, the Confidential Information transmitted in accordance with this Agreement shall remain with the Provider.
	2. Neither the execution of this Agreement nor the disclosing of any Confidential Information hereunder shall be construed as granting any right, title to or patent license relating to the Confidential Information or any license under any copyright, trade secret, patent or other proprietary right now or hereafter, owned or controlled by the Provider.
	3. In particular, each Party recognizes the other Party’s intellectual property rights (“**IP Rights**”) and undertakes: ***(i)*** not to infringe any of the aforesaid IP Rights; ***(ii)*** to refrain from carrying out any act aimed at recognizing, in the case of the same Receiver and/or third parties, any form of right and/or protection that may cause a prejudice to the Provider; and ***(iii)*** to timely inform the Provider about any possible violation of its IP Right carried out by third parties.
3. **Insider dealing**
	1. The Recipient acknowledges and agrees that the Project and some or all of the Confidential Information may be inside information and/or price sensitive information and/or material non-public information relating to the Provider and/or the securities of the group of companies that said Provider belongs to and that accordingly provisions of applicable securities laws may restrict or prohibit the use and/or disclosure of such information.
	2. The Recipient agrees that it shall not and shall procure that its Authorised Recipients shall not use the Confidential Information to deal or procure a dealing in any securities of Provider’s group of company or in any securities whose price or value may be related to or affected by the price or value of Provider’s group of company’s securities or in any derivative products related to any such securities or interests in any of them or to encourage another person to deal, except as permitted by applicable law and in accordance with the terms of this Agreement.
4. **Non-exclusivity**
	1. This Agreement shall not restrict the Provider from using or disclosing elsewhere its Confidential Information in any manner to the extent that such use or disclosure does not affect the Project or the intellectual property rights of the Recipient.
5. **Waiver of representation or warranty**
	1. Each Party makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed hereunder.
6. **No obligation**
	1. Nothing in this Agreement shall be construed as an obligation by either Party to disclose Confidential Information or to enter into a contract, subcontract or other business relationship.
7. **Term**
	1. This Agreement shall enter into force starting from its execution and shall remain valid until the end of the 37th Doctoral Program. However, the confidentiality obligations will continue as long as the Confidential Information remains confidential, with a minimum of ten (10) years from the date of expiration of the Agreement.
8. **Severability**
	1. In the event that any of the provisions of this Agreement are held to be invalid under applicable rules, statutes and laws, they are deemed to be omitted only to that extent and shall not affect the validity of the other provisions of the Agreement. The Parties shall negotiate in good faith to replace such invalid provision by a provision that is valid and that reflects as much as legally possible the initial goal of the invalid provision.
9. **Non-Assignment**
	1. This Agreement shall not be assigned nor any of the rights or obligations hereunder transferred (nor the performance of any obligations hereunder sub-contracted) by either Party except with the prior written consent of the other (such consent not to be unreasonably withheld or delayed). Such assignment will not relieve the Receiver of its obligations under this Agreement and in case – to make the assignment valid – the assignee shall execute this Agreement.
10. **Variation and/or Amendments**
	1. This Agreement may only be varied or amended by agreement in writing signed by or on behalf of the Parties.
11. **Entire Agreement**
	1. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter in this Agreement and supersedes and replaces all prior discussions, understandings and agreements between the Parties, whether written or oral, with respect to the same subject matter and the Project.
12. **Governing law and jurisdiction**
	1. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the Italian Republic. Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce of Milan by one arbitrator appointed in accordance with the said Rules. The seat, or legal place, of arbitration shall be Milan. The language to be used in the arbitration shall be English.
	2. This Clause 15 shall survive the termination / expiry of this Agreement.

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**Aquafil S.p.A.** Ms./ Mr. [•]**.**

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*(name and title)*

Date: Date: