**CONFIDENTIALITY AGREEMENT**

between

**Gefran S.p.A.** with registered offices at Via Sebina 74,Provaglio d’Iseo (BS), represented by its legal representative *pro tempore* (hereinafter, “Gefran”)

and

**[name and surname]** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_ and resident at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tax Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, the “Participant”)

hereinafter referred to together as the “Parties”.

**WHEREAS**:

a) Gefran S.p.A., an Italian multinational specialised in the design and production of sensors, systems and components for the automation and control of industrial processes, has launched the first “Challenge” on the Open Innovation platform of Regione Lombardia, being a technical challenge intended to gather innovative ideas in the field of industrial automation (“Challenge”), with the ultimate objective of drawing the business and University communities closer together;

b) the Challenge is reserved for persons born between 1991 and 1997, who belong to the following categories: University undergraduates, graduates, PhD students, researchers and/or assignees;

c) in order to participate in the Challenge it is necessary to register with the Open Innovation Platform, accessible via the link: https://www.openinnovation.regione.lombardia.it/it, and then register with an Open Challenge area by completing the required documents, including this Confidentiality Agreement (“Agreement”);

d) after registering for the Challenge via the Platform, each Participant may join a Work Group (“Group”);

e) participation in the Challenge may involve reading and/or exchanging technical and commercial documentation and/or confidential information owned by Gefran;

f) in particular, Gefran owns a range of technical and commercial information about its materials, whether they be current, future and/or under design and/or development, that is all understood to be secret pursuant and consequent to art. 98 of Decree 30/2005 (“CPI”) and subsequent amendments for all legal effects (hereinafter, the “Confidential Information”);

g) the Confidential Information may be transmitted, in whole or in part, verbally or in the form of support materials (e.g. files, letters, notes, reports, documents, data, drawings, photographs or other support materials);

h) the “Confidential Information” is understood to include any and all general and technical information about the Challenge disclosed in any form (hard-copy, electronic or verbal) by Gefran and/or by its collaborators and tutors;

i) participation in the activities of the Group joined may also involve reading and/or exchanging technical documentation and/or Confidential Information that belongs to that Group;

**Now therefore it is set down and agreed as follows:**

1. The Participant agrees to keep secret the Confidential Information and not to divulge it, using it exclusively in the context of the current Challenge and of the Group joined, with the exclusion of any other different use;
2. The Participant may exploit and communicate the Confidential Information solely to the members of the same Work Group and within that Group, for the sole purpose of furthering or executing the Challenge;
3. The Participant agrees not to reveal the Confidential Information or communicate it in any way to third parties, without prior written consent from Gefran;
4. The Participant agrees not to use, directly or indirectly, the Confidential Information owned by Gefran in order to compete with it;
5. The Participant agrees not to file patent applications, register utility models or designs, copyrights or any other intellectual property rights, without prior written consent from Gefran;
6. In addition, it is expressly understood that any disclosure, in whole or in part, by the Participant to third parties of data, information, drawings or technical solutions of any kind and in any form, will not represent pre-filing disclosure pursuant to arts. 34 and 46 CPI;
7. This Agreement shall not under any circumstances be interpreted as a licence granted by Gefran to the Participant to exploit its intellectual property rights, industrial secrets or any other rights of any kind;
8. This Agreement becomes valid and binding from the moment in which the Confidential Information is made available to the Participant by Gefran and shall remain in effect even after closure of the Challenge;
9. This confidentiality requirement does not prevent the use of Confidential Information developed independently by the members of the Group joined, if that Group is not selected as a Finalist Group;
10. This Agreement is governed by Italian law and all disputes arising between the Parties in relation to its existence, efficacy and interpretation shall be referred to the sole jurisdiction of the Brescia Court.

**[place]**\_\_\_\_\_\_\_\_\_\_, **[date]** \_\_\_\_\_\_

**Gefran S.p.A. Participant [legible signature]**

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