



### **COMMITMENT TO CONFIDENTIALITY**

The undersigned, [forename] \_\_\_\_\_ [surname] \_\_\_\_\_, born in [city] \_\_\_\_\_ on [date] \_\_\_\_\_, Italian tax ID no. \_\_\_\_\_, in their capacity as pro tempore legal representative of [company] \_\_\_\_\_, with registered office in via \_\_\_\_\_, no. \_\_\_\_\_, postcode \_\_\_\_\_ in \_\_\_\_\_, tel. no. \_\_\_\_\_, email address \_\_\_\_\_, Italian tax ID and VAT no. \_\_\_\_\_

(hereinafter referred to as the "Industrial Partner")

#### **GIVEN THAT**

- the Public Call for the establishment of the Register of Industrial Partners requires, as per article 3 "TERMS AND METHODS FOR SUBMITTING APPLICATIONS", amongst other things, the signing of a specific confidentiality agreement;
- in carrying out the above procedure, the IRCCS will indeed make available, to the subjects admitted to participate in the procedure itself, certain private and confidential documents and pieces of information;

hereby

#### **UNDERTAKES**

- to maintain the privacy and confidentiality of all information exchanged in any form and through any medium between the IRCCS and the Industrial Partner, including, by way of example but not limitation, records, documents, drawings, product samples, data, analyses, reports, studies, graphic representations, papers, evaluations, etc. (hereinafter referred to as "Confidential Information"), relating to the Call in question and in the context of the relationships subsequently arising therefrom;
- to take all necessary or appropriate measures to avoid compromising the confidentiality of the Confidential Information in any way;
- to use the Confidential Information only within the limits and for the purposes set out in the Call and not to use such information for any other purpose whatsoever;

- not to disclose any Confidential Information to third parties, with “third parties” being understood to mean all persons and parties other than the Industrial Partner, as well as its directors and employees;
- to disclose the Confidential Information only and exclusively to their representatives, officials, employees and consultants where involved in the execution of the Call and in the relationships arising therefrom; in this case, the Industrial Partner shall ensure that any such persons undertake obligations of confidentiality, in relation to the Confidential Information, equivalent to those contained herein and shall take measures to ensure that they comply with such obligations; the Industrial Partner also assumes all liability in relation to any unauthorised disclosure or use of the Confidential Information by its representatives, officials, employees and consultants;
- in the event that, by law or regulation, or at the request of the competent Authorities, the Industrial Partner is required to disclose the Confidential Information, they undertake to communicate the requests received to the IRCCS and to consult it so as to agree on timeframes and contents;
- to immediately return and/or destroy, upon simple written request from the IRCCS, any document containing Confidential Information, together with any backup copies.

This commitment is considered valid and binding from the moment of signature of this declaration and will remain effective for the entire duration of the Industrial Partner’s presence in the Register and for the ten (10) years following its removal therefrom, except in the event that the Confidential Information becomes public domain for any reason;

Any modification to this commitment must be agreed upon in writing;

In relation to the Confidential Information subject to the application of the legislation on the protection of personal data pursuant to Legislative Decree no. 196/2003 and EU Regulation 679/2016, the Industrial Partner undertakes to ensure full compliance with the provisions in force.

For acceptance

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**(place and date)**

**The legal representative/attorney**

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