



PHD THESIS NON-DISCLOSURE AGREEMENT

WHEREAS:

- a) The PhD student _____, born in _____, on ____/____/____, Tax code _____, address - street _____ n._____, P.O.box _____, _____ (hereafter referred to as the PhD STUDENT), is regularly enrolled, student number _____, at the last year of the PhD course in _____, (hereafter referred to as the PhD COURSE) cycle _____, coordinated by Prof. _____ from the Department _____ of the University of Padova;
- b) Prof. _____, from the Department _____ (hereafter referred to as SUPERVISOR) of the University of Padova acting as Supervisor of the research activities of the PhD STUDENT;
- c) In order to complete the research and to be awarded the PhD degree the PhD STUDENT has written a thesis titled: _____ " (hereafter referred to as PhD THESIS), tutored by the SUPERVISOR;
- d) The PhD THESIS contains information and/or themes and/or results and/or confidential data that can be susceptible to patent protection or similar protection or that can be protected under the current Copyright legislation (hereafter referred to as CONFIDENTIAL INFORMATION). In particular CONFIDENTIAL INFORMATION includes but is not limited to: *know how*, technical descriptions, data, material, formulations, formulae, processes, specifications, methods, software, drawings, samples, in vivo and in vitro tests, production processes, laboratory practices, inventions, technical-scientific information, organization processes that are in the PhD THESIS;
- e) according to art. 30 of the University of Padova PhD regulations ("*Regolamento dei Corsi di Dottorato di Ricerca ai sensi del DM 45 del 08/02/2013*") and according to the guidelines approved by the Academic Senate in its meeting held on 09/03/2016 "*evaluators (hereafter referred to EVALUATORS) can be chosen among: Italian and foreign university professors and researchers who are not affiliated to the University of Padova or to the associated Universities with which the University of Padova has an agreement for the issue of the PhD degree; high-skilled experts who are not university professors or researchers, affiliated to public or private research institutions both in Italy and abroad, that have no agreement with the PhD course; retired Italian and foreign professors who, at the date of retirement, were not affiliated to the University of Padova or to the associated Universities with which the University of Padova has an agreement for the issue of the PhD degree; the names of the evaluators can be written on the thesis cover*". EVALUATORS will have to review the PhD THESIS and write an analytical assessment of it, according to which the PhD STUDENT is admitted to the final public discussion or they can suggest minor corrections/additions that do not prevent the admission to the final exam (minor revisions) or, if they think that the PhD THESIS needs significant additions and corrections (major revisions), they can suggest the postponement of the PhD THESIS submission for at most six months;
- f) the EVALUATORS for the PhD STUDENT appointed by the Academic Board of the PhD COURSE in _____, are the following:
- i. Prof./Dott. _____ Tax Code _____, address - street _____ n. _____ P.O. BOX _____, _____ as *professor/researcher/high-skilled expert* affiliated to the following



institution _____
(specify the name of the University or institution);

ii. Prof./Dott. _____ Tax Code _____
_____, address - street _____ n.
_____ P.O. BOX _____, _____ as professor/researcher/high-
skilled expert affiliated to the following
institution _____ (specify the name of the University
or institution);

- g) The PhD STUDENT submitted the PhD THESIS on ___/___/_____, to the Coordinator of the PhD COURSE, Prof. _____, in order for it to be forwarded to the EVALUATORS;
- h) In order to safeguard the CONFIDENTIAL INFORMATION contained in the PhD THESIS it is necessary not to disclose and/or disseminate in any way the abovementioned CONFIDENTIAL INFORMATION;
- i) The PhD STUDENT and the EVALUATORS agree to take any necessary action in order to safeguard the confidentiality and the secrecy of all the CONFIDENTIAL INFORMATION contained in the PhD THESIS of the PhD STUDENT.

THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. The premises are an integral part to this agreement and they bind its interpretations and its application.
2. The PhD STUDENT and the EVALUATORS judge as confidential, for the purposes specified in the premises, the CONFIDENTIAL INFORMATION contained in the PhD THESIS, disclosed to the EVALUATORS for the purposes specified in paragraph e) of the premises.
3. The EVALUATORS will receive, maintain, and hold the CONFIDENTIAL INFORMATION in strict confidence as specified in paragraph d) of the premises, and they commit not to disclose it to third parties nor to disseminate it in any way.
4. The EVALUATORS commit to use the CONFIDENTIAL INFORMATION only for the purpose of the review according to art 30 of the University of Padua PhD regulations ("*Regolamento dei Corsi di Dottorato di Ricerca ai sensi del DM 45 del 08/02/2013*") as specified in paragraph e) of the premises.
5. All obligations under this Agreement will expire five (5) years after the date of the signature of the present agreement (hereafter referred to as VALIDITY DATE) or until the abovementioned CONFIDENTIAL INFORMATION is made public.
6. The CONFIDENTIAL INFORMATION shall not include any information which:
 - ✓ at the VALIDITY DATE is in the public domain;
 - ✓ after VALIDITY DATE becomes part of the public domain, except through breach of this Agreement by EVALUATORS
 - ✓ When EVALUATORS can demonstrate by reasonable proof was in its possession prior to the VALIDITY DATE.
7. If any dispute arises between the EVALUATORS, together or individually, and the PhD STUDENT in connection with the interpretation and/or application this Agreement it shall be governed by and shall be construed in accordance with the laws of Italy

Padova, _____

PhD STUDENT
Dott./Dott.ssa _____

EVALUATORS
(i) Prof./Dott. _____ (ii) Prof./Dott. _____