# NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

[**NAME OF RESEARCHER**], civil servant, individual taxpayer ID (CPF) no. [...], work address: Campus Universitário Reitor João David Ferreira Lima, Trindade, Florianópolis (SC), hereinafter referred to as “RESEARCHER”;

[OR, IN CASE THIS AGREEMENT IS SIGNED BY UFSC AS A LEGAL PERSON]

**UNIVERSIDADE FEDERAL DE SANTA CATARINA**, federal special regime autarky, under the the Ministry of Education (Law no. 3849, of 18 December 1960, Decree no. 64824, of 15 July 1969), with registered office at the Campus Universitário Retor João David Ferreira Lima, Trindade district, Florianópolis, Santa Catarina, Brazil, registered under Corporate Tax ID (CNPJ) no. 83.899-526/0001-82, herein represented by the Director of Innovation, Clarissa Stefani Teixeira, individual taxpayer ID (CPF) no. 003.711.030-61, as per delegation of competence embodied in article 1, item II, point c, of Ordinance no. 1293/2022/GR, of 14 July 2022, hereinafter simply referred to as “[**UFSC**]”;

[**COMPANY**], with registered office at [Street/Avenue] ..........................................., no. ...., [City], [State], registered under Corporate Tax ID no............................................, herein represented pursuant to its Bylaws by ............................................, hereinafter referred to as “[**COMPANY**]”, and

NOW, THEREFORE, the parties agree to enter into this agreement, which will be governed by the following terms and conditions:

1. The Parties wish to establish a scientific and technological cooperation relationship, which may include the licensing of patented, registered or certified technology, as well as of its applications for legal protection which are in phase of secrecy (non-published), including documents with unpublished scientific and technological information under internal secrecy, as well as negotiation of partnership agreements, provision of services, use of equipment and laboratories or technology transfer, hereinafter simply referred to as “Technological Cooperation”;
2. The object of this Agreement, which is therefore considered Confidential Information (hereinafter referred to as “Confidential Information”), is any and all information and material disclosed between the Parties, during the negotiations and the term of every Technological Cooperation, regardless of whether this information is marked or described as confidential, or has been provided under circumstances that indicate this, including, but not limited, to:

information concerning **UFSC and/or the [LABORATORY]**;

information concerning the **[COMPANY]**;

patent, registration or certificate applications during the secrecy period at the institutions granting them;

terms and conditions of any contract to be discussed or executed between the Parties;

any and all information provided by one Party to the other concerning the Technological Cooperation;

[…] indicate any specificity(ies) particular to the case.

[…]

1. The Parties will not use and will not allow any third party to use the Confidential Information for purposes other than those described in this Agreement, unless previously and expressly authorized by the disclosing Party;
2. The Parties wish to protect the Confidential Information disclosed under this Agreement (before, during and after the effective date of the Agreement), including Confidential Information disclosed in writing, visually, verbally, and also through graphs, computer programs or other formats.
3. Each Party undertakes:

a) to maintain in secrecy all Confidential Information received from the other Party, including the existence of this Agreement;

b) to notify the disclosing Party if it becomes aware of any disclosure of Confidential Information by third parties in a manner not authorized by this Agreement;

c) to protect the Confidential Information disclosed by the other Party with the same degree of care and protection that it exercises with respect to its own confidential information to avoid disclosure;

d) not to disclose any Confidential Information that comes to its knowledge to third parties, except in legally foreseen cases or by order issued by a competent court, and it shall limit disclosure to that which is strictly necessary for compliance with the law, promptly notifying the owning Party of such disclosure, in order for this Party to take appropriate actions to defend its rights;

e) not to use the Confidential Information received for purposes other than that provided in this Agreement, unless such use has been previously authorized by the Party owning the information.

1. The confidentiality obligations do not apply to information that:

a) is or becomes part of the public domain through no fault or wrongful act of the other Party or any third parties;

b) is legally and independently developed by the receiving Party, without any influence of, reference to or connection with the Confidential Information disclosed by one of the Parties.

1. This Agreement will not be construed as granting to either Party, expressly or implicitly, any rights, licenses or relationships between them as a result of the exchange of Confidential Information.
2. Any information disclosed under this Agreement, including information protected by patents, registrations or certificates, copyrights, trade secrets, or any other intellectual property right, transmitted in any form from one Party to the other Party, shall remain the property of the disclosing Party, except as otherwise expressly agreed by the Parties.
3. Upon termination or expiration of this Agreement, the Parties shall return the Confidential Information received from each other and their respective copies, or alternatively, at the request of the disclosing Party, the receiving Party may destroy all Confidential Information and any copies thereof, providing the disclosing Party with a certificate of destruction of such Confidential Information.
4. Each Party shall ensure that its employees, contractors, subcontractors and any other individuals who obtain knowledge of the Confidential Information through it, as established in this Agreement, observe and comply with all obligations under this Agreement.
5. Each Party shall require that the individuals and legal entities referred to above sign a form of acknowledgement and acceptance of this Agreement.
6. This Agreement does not expressly or implicitly grant any Party the right to make statements or commitments on behalf of the other Party.
7. This Agreement does not create an obligation by either Party to enter into a contract, subcontract or any other business relationship with the other Party or third parties.
8. The rights and obligations of this Agreement shall not be transferred or assigned by either Party, for any reason, without the prior written consent of the other Party.
9. The parties undertake to process the Personal Data involved in the preparation and necessary for the execution of this Agreement solely and exclusively for the purpose for which they are intended and in compliance with all applicable legislation on information security, privacy and data protection, including, but not limited to, the Brazilian General Data Protection Law (Federal Law no. 13709/2018).
10. Each and every tolerance for failure by either Party to comply with any obligation under this Agreement shall not constitute a novation nor prejudice the right of the other Party to require compliance with any provision of this Agreement.
11. In the event that this Agreement is signed electronically, the date of signature is considered to be the date of the last electronic signature signed by the legal representative of either party.
12. This agreement becomes effective on the date of its signature, and shall be valid for five (5) years, counted from the date of disclosure of each Confidential Information.
13. To settle any doubts concerning this Agreement not resolved by the Parties, an administrative solution will be sought at the Chamber of Conciliation and Arbitration of the Federal Administration - CCAF, if possible. If they remain unresolved, in the case of information owned by the Universidade Federal de Santa Catarina, the disputes will be subject to the jurisdiction of the Federal Court serving the city of Florianópolis, state of Santa Catarina, waiving any other venue, no matter how privileged it may be.

In witness whereof, the Parties have signed this Agreement in the presence of the two undersigned witnesses.

Florianópolis, .....de.....................de........

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| DIRECTOR OF INNOVATION AT UFSC **[ONLY IF THE AGREEMENT IS SIGNED BY UFSC AS A LEGAL PERSON]** |

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| RESEARCHER |
| DEPARTMENT OF xxxx |

[**COMPANY**]

[FULL NAME - CPF - SIGNATURE]

[FULL NAME - CPF - SIGNATURE]

**WITNESSES**

[FULL NAME - CPF - SIGNATURE]

[FULL NAME - CPF - SIGNATURE]