S.T.A.R.

Non-disclosure agreement

Protects the information one or both parties exchange while they assess a collaboration.

Identifier	STAR-TPL-NDA--mutual-y_term_years-2_penalty-n-EN
Version	1.0
Date	2026-10-21
Governing law	Italian
Language	English (courtesy translation)

Choices in this template	
Mutual	yes
Duration of the obligation (years)	2
Penalty	no

A template to adapt, prepared without a lawyer's review. It is not legal advice and binds no one until the parties sign it. Check the choices with a professional before use. Only the Italian text is binding; the English version is a courtesy translation.

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Article 1 — Parties and purpose

1.1 This agreement is made between [Party A: name, registered office, tax code/VAT number] and [Party B: name, registered office, tax code/VAT number].

1.2 The parties intend to exchange information in order to assess [description] (the "Purpose").

1.3 Each party may be both disclosing and receiving party.

Article 2 — Confidential information

2.1 All technical, commercial and financial information disclosed for the Purpose, in any form, is confidential if marked as such or if its confidential nature is evident.

2.2 Information is not confidential if it: (a) is or becomes public through no fault of the receiving party; (b) was already lawfully held by the receiving party; (c) is lawfully received from a third party under no obligation; (d) is developed independently, as shown by records.

Article 3 — Obligations of the receiving party

3.1 The receiving party uses the confidential information only for the Purpose and protects it with at least the care it uses for its own, and in any case with reasonable care.

3.2 It may disclose it only to employees and advisers who need it for the Purpose and are bound by confidentiality obligations no less strict; it is liable for them as for itself.

3.3 If a law or an authority requires disclosure, the receiving party first informs the other party, where permitted, and discloses only what is required.

Article 4 — No licence and no obligation to proceed

4.1 No intellectual property right is transferred or licensed by this agreement.

4.2 No party is bound to enter into further agreements; each may end the negotiations at any time, in good faith (Article 1337 of the Civil Code).

Article 5 — Term and return

5.1 The confidentiality obligations last 2 years from the date of signature.

5.2 At the end of the Purpose, or on request, the receiving party returns or destroys the confidential information and confirms it in writing, except copies the law requires it to keep.

Article 6 — Personal data

6.1 If the information contains personal data, each party processes it as an independent controller in accordance with Regulation (EU) 2016/679 (GDPR), only for the Purpose.

Article 7 — Governing law and jurisdiction

7.1 This agreement is governed by Italian law.

7.2 The courts of [competent court] have exclusive jurisdiction over any dispute concerning this agreement.

Article 8 — Final provisions

8.1 This agreement contains the whole agreement of the parties on its subject and supersedes any earlier understanding.

8.2 Any amendment must be in writing, failing which it is void.

8.3 If a clause is invalid, the others remain in force and the parties replace it with a valid clause whose effect is as close as possible.

Signatures

Place and date: [place], [date]

For [Party A: name, registered office, tax code/VAT number]

_____

For [Party B: name, registered office, tax code/VAT number]

_____

Specific approval (Articles 1341 and 1342 of the Civil Code)

The parties declare that they have read and specifically approve the following clauses: 7.2 (Governing law and jurisdiction).

For [Party A: name, registered office, tax code/VAT number]

_____

For [Party B: name, registered office, tax code/VAT number]

_____

Annex — Legal acts cited

Act	Official title (as verified)	Verified
Regulation (EU) 2016/679 (GDPR)	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance)	2026-10-21
Italian Civil Code (Royal Decree 262/1942)	REGIO DECRETO 16 marzo 1942, n. 262	2026-10-21

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