Annex no. 3

"Draft Confidentiality Agreement "

**Confidentiality Agreement**

In Rezekne

*The date is indicated in the time stamp of the document signature*

**Rezekne Technology Academy** , registration no. 90000011588, Ministry of Education and Culture Register registration no. 3194001444 , legal address: Atbrivošanas aleja 115, Rēzekne, LV-4601 (hereinafter - the Information Provider), in the person of the rector Iveta Mietuli , who acts in accordance with Cabinet Order No. 98 of 26.02.2019 "About Iveta Mietuli " , on the one hand, and

**Details of a natural or legal person** , personal code/registration number \_\_\_\_\_\_, declared place of residence or legal address: \_\_\_\_\_\_\_\_\_\_, in the person of \_\_\_\_\_\_\_\_\_\_\_\_ who acts on the basis of \_\_\_\_\_\_\_\_\_\_ (hereinafter - Information Recipient), on the other hand, hereinafter jointly or separately - Party /Parties, enter into the following agreement (hereinafter referred to as the Agreement):

1. The contract was concluded within the framework of the intellectual property auction " Continuous belt transmission" (hereinafter referred to as the Auction) conducted by the Information Provider.

2. In the sense of the Agreement, confidential information is any and all information belonging to the Information Provider or in its use or at its disposal in connection with the know-how " Stepless belt transmission", which comes to the disposal of the Information Recipient in connection with the Auction, incl. development description, technical documentation, schemes, drawings, program codes and other supporting documentation.

3. In case of doubts about the compliance of specific elements, parts or fragments of information with the status of Confidential Information or generally available information, the Information Recipient shall interpret the specific information as confidential information and, if necessary, clarify its status with the Information Provider.

4. Confidential information may be provided to the Recipient of Information in writing or electronically, expressed orally, as well as in other ways.

5. The recipient of the information ensures and undertakes that:

5.1. confidential information reaches only those natural persons (employees, etc.) or legal entities directly related to the Information Recipient, who are related to the evaluation of the Information Recipient's participation in the Auction and the possible preparation of the offer, and only to the extent necessary for these purposes;

5.2. subjects who have the right to confidential information according to 5.1 of the Agreement. subsection, does not transfer confidential information, incl. its parts, elements or fragments, to other natural or legal persons or other subjects.

6. The limitations of action specified in Clause 5 of the Agreement may be extended, with the Parties coordinating their actions in advance, if the confidential information is requested by the competent state institutions, acting within the framework of the legal functions defined for them by external regulatory acts.

7. The Recipient of Information acknowledges and understands that confidential information is a research, commercially and legally important property belonging to the Information Provider or in its possession or use, the disclosure of which may result in the Risk of damage and loss prevention to the Recipient of Information.

8. The information provider fully retains all its rights to confidential information, incl. ownership rights, copyright and any other equivalent rights, thus the Information Recipient does not acquire any rights to confidential information not mentioned in the Agreement.

9. The information recipient undertakes to store and protect confidential information and to comply with reasonable information storage requirements.

10. Any public announcements about the Agreement, the fact of its conclusion and its content, as well as what is included in confidential information, are given by the Parties only after prior written agreement with the other Party.

11. The Information Recipient agrees to compensate the Information Provider for all losses, expenses, and costs incurred by the Information Recipient if the Information Recipient does not comply with the provisions of the Agreement.

12. At the end of the auction, the Recipient of Information 10 *Within* ( ten ) days, all received confidential information is destroyed by deleting duplicates or copies of information stored in electronic or printed form and other information carriers. The aforementioned does not apply to the winner of the Auction if he concludes an intellectual property transfer or license agreement. For the winner of the auction, aspects of dealing with confidential information can be regulated in accordance with the concluded intellectual property transfer or license agreement.

13. The parties confirm that they have all the necessary rights, approvals and permissions to conclude the Agreement and undertake the obligations specified therein.

14. The recipient of the information is aware that in addition to the material liability provided for in the Agreement for unauthorized disclosure or other unauthorized transfer of confidential information to third parties, liability is also provided for in accordance with the Law on the Protection of Trade Secrets and other regulatory enactments of the Republic of Latvia.

15. Any disputes, disagreements or claims arising from the Agreement, concerning the violation, termination, legality, validity or interpretation of the Agreement, will be settled in the courts of the Republic of Latvia in accordance with the laws and regulations of the Republic of Latvia.

16. The contract is prepared in Latvian on 2 (two) pages. The parties sign the Agreement with a secure electronic signature containing a time stamp. The date of signing the contract is the date of the last attached secure electronic signature and its time stamp. A mutually signed Agreement in electronic format is available to each of the Parties.

17. Addresses and payment accounts of the parties:

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| **Rezekne Academy of Technology** | **Name/surname of a natural person or name of a legal entity** |
| Registration number. 90000011588 | Personal code/Registration no. |
| of the Register of Educational Institutions of the Ministry of Education and Culture . 3194001444 | Tax payer registration no. |
| Address: Atbrivošanas aleja 115, Rēzekne | Declared places of residence/Legal address: |
| Name of the bank: State Treasury | The name of the bank: |
| IBAN account: LV90TREL9150160000000 | IBAN account: |
| SWIFT code: TRELLV22 | SWIFT code: |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Iveta Mietule** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **(name and surname)** |