**Confidentiality Agreement**

**/No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/**

Riga, THE DATE OF SIGNATURE OF THE DOCUMENT IS THE DATE OF THE LAST ADDED SECURE ELECTRONIC SIGNATURE AND ITS TIME STAMP

**Rīga Stradiņš University**, Reg. No. No. 90000013771, represented by its Rector Aigars Pētersons, acting on the basis of the RSU Constitution, hereinafter referred to as the Information Provider, on the one hand,

and

*Details of the natural or legal person*, hereinafter referred to as the Information Recipient, represented by its *name, surname of the member/chairman of the board* (personal code: \_\_\_\_\_\_\_\_), acting on the basis of the Articles of Association, on the other hand, hereinafter jointly referred to as the Parties, enter into the following agreement, hereinafter referred to as the Agreement:

1. The Agreement is concluded within the auction for the intellectual property *“Innovative genetic test for determining the causes of infertility “Genterf””* (auction No. 2021/02) implemented by the Information Provider, hereinafter referred to as the Auction.
2. Under the Agreement, confidential information shall mean any and all information belonging to, or used by, or at the disposal of the Information Provider relating to the know-how *“Innovative genetic test for determining the causes of infertility “Genterf””*, which the Information Recipient receives in relation to the Auction including, but not limited to:
	1. Method conducting principle, hardware to be used, data interpretation manual with IT solutions developed with appropriate criteria;
	2. Detailed description of the variations included;
	3. Analytical sensitivity and specificity verification documentation;
	4. Stability study data;
	5. Results of the Genterf preclinical trial, including more than 400 individuals with different reproduction-related phenotypes, confidential information is hereinafter referred to as Confidential Information.
3. In case of doubts about any specific element, part or fragment of information having the status of Confidential Information or generally available information, the Information Recipient shall treat the information as Confidential Information and clarify its status with the Information Provider if necessary.
4. Confidential Information may be provided to the Information Recipient in writing or electronically, provided orally, as well as using other means.
5. The Information Recipient shall ensure and be responsible that:
	1. The Confidential Information shall get at the disposal of only those natural persons (employees, etc.) or legal persons directly related to the Information Recipient, who are related to the evaluation of participation of the Information Recipient in the Auction and potential preparation of an offer and only in the scope necessary for these purposes;
	2. The subjects entitled to the Confidential Information in accordance with Clause 5.1, shall not transfer the Confidential Information, incl. its parts, fragments, to other natural or legal persons, or other subjects;
6. The action restrictions set in Clause 5 may be extended upon previous coordination of the action between the Parties, if the Confidential Information is requested by competent state authorities acting within the scope of their legal functions under external regulatory enactments.
7. The Information Recipient recognises and understands that the Confidential Information is a property important in terms of research, commercial and legal aspects, belonging, available to or used by the Information Provider, for the disclosure of which the Information Recipient may face the risk of damage, prevention of losses.
8. The Information Provider fully reserves all its rights to Confidential Information, including, but not limited to – ownership, copyright and any other equivalent rights, thus the Information Recipient does not receive any rights to the Confidential information that are not mentioned in this Agreement.
9. The Information Recipient undertakes to store and protect the Confidential Information and observe reasonable preconditions for storage of information.
10. Any public notices about the Agreement, the fact of its conclusion and its content, as well as those including Confidential Information, shall be provided only upon a prior written agreement with the other Party.
11. The Information Recipient agrees to compensate to the Information Provider for all the losses, expenses, costs inflicted by it due to the Information Recipient's failure to perform provisions of the Agreement.
12. When the Auction is over, the Information Recipient shall destroy all the received Confidential Information within 10(*ten*) days by erasing duplicates or copies of information stored in electronic or printed form, and on other information carriers. This does not apply to the Winner of the Auction, if it concludes a licence agreement. The aspects of handling Confidential Information by the Auction Winner shall be regulated by the concluded license agreement.
13. The Agreement enters into force when signed and remains in force with no term limitation.
14. The Parties certify that they have all the necessary rights, coordinations and permits to conclude the Agreement and undertake the liabilities under it.
15. The Information Recipient is aware that in addition to material liability under this Agreement unauthorised disclosure or other illegal transfer of Confidential Information to third parties is also subject to liability under the Trade Secret Protection Law and other regulatory enactments of the Republic of Latvia.
16. Any disputes, disagreements or claims arising from the Agreement, affecting violation, termination, legality, existence or interpretation of the Agreement shall be resolved in a court of Republic of Latvia in accordance with regulatory enactments of the Republic of Latvia.
17. If any provision of the Agreement is in conflict with applicable regulatory enactments of the Republic of Latvia, the Parties shall act in accordance with the requirements of respective regulatory enactment, while this shall not affect the purpose, idea and legal force of other provisions of the Agreement.
18. The Agreement is concluded in Latvian on 2 (two) pages as an electronic document. The Parties have access to the Agreement signed by both parties in the electronic format.

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| **Information Provider:****Rīga Stradiņš University**Reg. No. 90000013771Address: Dzirciema iela 16, Riga, LV-1007PositionName Surname*(Indicate as needed)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) | **Information Recipient:****\_\_\_ “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”**Reg. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PositionName Surname*(Indicate as needed)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature) |

THE DOCUMENT HAS BEEN SIGNED WITH A SECURE ELECTRONIC SIGNATURE AND

 CONTAINS A TIME STAMP