

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. 90000013771, represented by its Rector Aigars Pētersons, acting in accordance with 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 identity number: _____), 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 framework of the intellectual property auction “*Cosmetic product - cream for restoring skin barrier function*” (auction No. 2022/1) conducted 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 intellectual property “*Cosmetic product - cream for restoring skin barrier function*”, which the Information Recipient receives in relation to the Auction including, but not limited to:
 - 2.1.1. Formulation and ingredients (INCI) of the cosmetic product – cream under laboratory conditions, description of the technology;
 - 2.1.2. Stability and microbiology studies;
 - 2.1.3. Description of the industrial production and scaling process;
 - 2.1.4. Results of clinical observation under the supervision of a dermatologist;
 - 2.1.5. Cosmetic product information file and expert opinion;
 - 2.1.6. Filed patent application No. LVP2021000092, “Cream for protection and strengthening of the epidermal lipid barrier of the hand skin, when the skin is frequently exposed to disinfectants”, hereinafter collectively 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 for the following:
 - 5.1. The Confidential Information shall only be disclosed to 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;
 - 5.2. 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; and shall not use Confidential Information for any purpose or to any extent other than as set forth in Clause 5.1 of the Agreement;
6. The action restrictions set in Clause 5 of the Agreement 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 and 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 necessary preconditions for the storage of the information.
10. Any public notices about the Agreement, the fact of its conclusion and its content, as well as what is contained in the Confidential Information, shall be provided only upon a prior written agreement with the other Party.
11. The Information Recipient agrees to compensate the Information Provider for all the losses (including loss of profit), expenses, costs incurred by it due to the Information Recipient's failure to comply with the provisions of the Agreement.
12. The Information Recipient shall ensure that the Confidential Information is not used by the Information Recipient or by persons related to the Information Recipient after the end of the Auction. The Information Recipient shall ensure that when the Auction is over, the Information Recipient and persons related to 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 shall not apply to a participant of the Auction if, as a result of the Auction, it enters into a licence agreement with the Information Provider. The aspects of handling Confidential Information by the Auction Winner shall be regulated by the concluded licence agreement.
13. The Agreement shall enter into force when signed and shall remain in force indefinitely.
14. The Parties certify that they have all the necessary rights, consents, 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 out of the Agreement, affecting violation, termination, legality, validity 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 the 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 shall have access to the mutually signed Agreement in electronic format.

Information Provider:

Rīga Stradiņš University

Reg. No. 90000013771

Address: Dzirciema Street 16, Riga, LV-1007

Information Recipient:

Reg. No. _____

Address: _____

3(2)

Position
Name Surname
(Indicate as needed)

(signature)

Position
Name Surname
(Indicate as needed)

(signature)

THE DOCUMENT HAS BEEN SIGNED WITH A SECURE ELECTRONIC SIGNATURE AND
CONTAINS A TIME STAMP