*Annex 4*

*Draft Confidentiality Agreement*

**CONFIDENTIALITY AGREEMENT**

Riga,

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

**University of Latvia**, registration No. 90000076669, The Ministry of Education and Science Register of Educational Establishments Reg. No. 3391000218, legal address: Raiņa bulvāris 19, Rīga, LV‑1586 (hereinafter – the “Disclosing Party”), represented by its Rector Indriķis Muižnieks, acting in accordance with the University of Latvia Constitution, on the one hand,

**Details of natural or legal person**, registration number \_\_\_\_\_\_\_\_\_\_, legal address: \_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_, acting in accordance with \_\_\_\_\_\_\_\_\_\_ (hereinafter – the “Receiving Party”), on the other hand, hereinafter jointly referred to as the Parties, and severally – as the Party, conclude the following agreement (hereinafter – Agreement):

1. The Agreement is concluded within the framework of the organized by the Disclosing Party Intellectual Property Auction No. 6/LU/2022 “Multimodal Optical Technology for Human Blood Microcirculation Monitoring” (hereinafter – the Auction).

2. For the purposes of the Agreement, confidential information means any data and information that is proprietary to the Disclosing Party or in its use or possession relating intellectual property – know-how “Optical Non-invasive Hybrid Method for Early Diagnostics and Therapy Guidance in Sepsis”, what includes a method for visualization of oxygen saturation in the skin using multispectral diffuses reflectance images obtained under the illumination of narrowband spectra of visible light, including description of development (technology), technical documentation, test reports and other supporting documentation.

3. In the event of doubt regarding to relevance of certain elements, parts or fragments of information to the status of the confidential information or public information, the Receiving Party shall interpret the information as confidential information and, if necessary, specify its status with the Disclosing Party.

4. Confidential information may be provided to the Receiving Party in writing, electronical, oral and/or in other form.

5. The Receiving Party shall ensure and undertake that:

5.1. confidential information shall only disclose to those natural persons (employees, etc.) or legal entities directly related to the Receiving Party, who are involved in the evaluation of the Receiving Party’s participation in the Auction and the possible preparation of a bid, and only to the extent necessary for such purposes;

5.2. the entities entitled to the confidential information pursuant to Paragraph 5.1 of the Agreement shall not disclose the confidential information, including parts, elements or fragments thereof, to other natural or legal persons or other entities.

6. The restrictions on action set out in Paragraph 5 of the Agreement may be extended by prior consent of the Parties in the event that confidential information is requested by the competent state authorities acting within the legal functions under of the external legislation.

7. The Receiving Party shall recognize and understand that confidential information is a research, commercial and legally important property owned by or in the possession or use of the Disclosing Party, the disclosure of which may result the Receiving Party to the risk of damage and loss prevention.

8. The Disclosing Party fully reserves all rights to the Confidential Information, including ownership, copyright and any other equivalent rights, so that the Receiving Party does not obtain any rights to the confidential information as specified in the Agreement.

9. The Receiving Party undertakes to keep and protect confidential information and to comply with reasonable conditions for the storage of the information.

10. Any public statements concerning the Agreement, the fact and content of its conclusion, as well as those containing confidential information, shall be made by the Parties only after the prior written consent of the other Party.

11. The Receiving Party agrees to reimburse the Disclosing Party for any damage, expenses, costs incurred by in failing to comply with the terms of the Agreement.

12. At the end of the Auction, the Receiving Party shall, within 10 (ten) days, destroy all received confidential information received by deleting duplicates or copies of the information stored in electronic or printed form and other information data carrier. This shall not apply to the winner of the Auction if it concludes a licence agreement. For the winner of the Auction, the confidential information terms shall be governed by the licence agreement concluded.

13. The Parties shall certify that they have all necessary rights, consents and authorisations to enter into the Agreement and to fulfill the terms set out therein.

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

15. Any dispute, disagreement or claim arising out of the Agreement, concerning the breach, termination, legality, validity or interpretation of the Agreement shall be settled by the court of the Republic of Latvia in accordance with the laws and regulations of the Republic of Latvia.

16. The Agreement is drawn up in the Latvian language on 2 (two) pages. The Parties shall sign the Agreement by a secure electronic signature containing a time stamp. The date of signature of the Agreement shall be the date of the last attached secure electronic signature and its time stamp. Each Party shall have access to the mutually signed Agreement in electronic format.

17. Details and signatures of the Parties:

|  |  |
| --- | --- |
| **University of Latvia** | **First name/last name of natural person or name of legal person**  |
| Registration No. 90000076669 | Registration No. |
| The Ministry of Education and Science Register of Educational Establishments Reg. No. 3391000218 | Tax payer registration No. |
| Address: Raiņa bulvāris 19, Rīga, LV-1586 | Address:  |
| Bank: Republic of Latvia Treasury | Bank: |
| IBAN account: LV33TREL9150101000000 | IBAN account: |
| SWIFT code: TRELLV22 | SWIFT code: |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Indriķis Muižnieks** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****(first name/last name)** |