CHAPTER I
GENERAL PROVISIONS

1. Vilnius University’s Regulation on Determination, Usage and Adherence to Confidentiality of Commercial Secret and Confidential Information of Related to Research and Development (hereinafter – the Regulation) defines the confidentiality requirements of Vilnius University (hereinafter – the University) applicable to information related to research and development activities (hereinafter – R&D). The Regulation includes the order of and conditions for ensuring confidentiality, as well as the circumstances under which commercial secret and (or) confidential information can be disclosed. It also defines who decides on disclosure of a commercial secret and (or) confidential information criteria on the basis of which information is classified as commercial secret and (or) confidential information; and the order of using and securing commercial secret and (or) confidential information.

2. The Regulation applies to the following holders of commercial secret and (or) confidential information (hereinafter – the Information Holders):

   2.1. the University’s employees involved in R&D;
   2.2. students who have concluded study contracts with the University and who take part in R&D;
   2.3. other individuals (researchers) taking part in the University’s academic activities under an exchange or cooperation programme and participating in R&D;
   2.4. other individuals holding the right to get acquainted with commercial secret and (or) confidential information according to the laws of the Republic of Lithuania.

3. The following definitions shall be used in the Regulation:

   3.1. Commercial secret is considered any information that has all of the following features:
   3.1.1. it is secret, i.e. it, as a whole or as an exact constituent part thereof or as a general configuration of its constituent parts, is not known or cannot be easily obtained in the environment where information of the kind is usually worked with;
   3.1.2. it has real or potential commercial value because of being secret;
   3.1.3. the person lawfully managing the information takes reasonable measures, depending on the circumstances, to keep it secret.

   3.2. Confidential information is considered any specific information which does not fall under the definition of commercial secret, but becomes an inseparable part of the Information Holder’s abilities, knowledge and competence when the Information Holder gets acquainted with the information. This information is secured by the University and any disclosure or usage of it even after the termination of employment relations may result in legal liability for the former holder of the confidential information. Commercial secret is one of many types of confidential information.

   3.3. Confidentiality shall be defined as an obligation undertaken by an individual to use the information that is considered to be confidential solely to perform their work functions, study or take part in the University’s academic activities under an exchange or cooperation programme, to ensure that it does not become known to any unauthorised persons and not to disclose it to any third parties with the exception of cases provided for in the law, and not to use the said confidential information to serve any personal or third-party interests.
CHAPTER II
COMMERCIAL SECRET AND CONFIDENTIALITY REQUIREMENTS

4. The Information Holders who have signed the Non-Disclosure Agreement Regarding Commercial Secret and Confidential Information Related to Research and Development Activities (hereinafter – the Agreement) shall undertake the obligation not to disclose, transfer or pass on by any available means of communication or information medium that are available for use, any confidential information or commercial secret to any third person throughout the entire period of employment or other contractual relations with the University and for 5 years after the termination of employment or other contractual relations with the University, unless the Agreement provides for a different term. In case of doubt in deciding whether particular information contains any commercial secret and (or) confidential information, the Information Holder shall immediately address their direct superior for an explanation on whether this particular information contains any commercial secret and (or) confidential information in the sense defined in Point (article) 3 of this Regulation. The Information Holder shall secure this information as a commercial secret and (or) confidential information as provided for in this Regulation until the receipt of respective confirmation from their direct superior.

5. If necessary, the Research and Innovation Department under the University’s Central Administration (hereinafter – the Research and Innovation Department) and the Law Application Unit under the Central Administration shall consult heads of branches and subdivisions on issues related to protection of commercial secret and (or) confidential information.

6. Confidential information related to R&D is defined as:

6.1. knowledge created in the process of R&D performed at the University or any other information (e.g. scientific methods, technological processes, software) about objects of intellectual property of the University;

6.2. R&D agreements, their estimates, reports and technical assignments, negotiation protocols, letters of intent, except cases when the said documents cannot be considered confidential information in line with the law or other contracts concluded by the University;

6.3. project applications for R&D where the University acts as the applicant. In cases where the University acts as a partner, the confidentiality requirement shall be applicable to the extent defined in the project grant agreement and (or) partnership contract;

6.4. any other information that is defined as confidential in a respective decree of the University rector or any person duly authorised by them or in other legal documents of the University.

7. The University’s commercial secret related to R&D shall include the following:

7.1. procedure of invention disclosure;

7.2. the applications for patent, trademark and industrial design applications before publishing;

7.3. licence agreements covering objects of industrial property;

7.4. any other information that meets the criteria defined in Sub-article 3.1 of the Regulation that might form the basis for the documents listed in Sub-article 7.1–7.3;

7.5. any other information that is defined as a commercial secret in a respective decree of the University rector or any person duly authorised by them or in other legal documents or contracts signed by the University.

CHAPTER III
PROTECTION OF COMMERCIAL SECRET AND CONFIDENTIAL INFORMATION AND ADHERENCE TO CONFIDENTIALITY

8. Commercial secret and (or) confidential information may be stored in paper form, on hard disk drives and other information media, including drawings and schemes, the University’s document management system and any other means that are used to store (secure) information (data).

9. The obligations of Information Holders defined in this Regulation are not applicable to commercial secret and (or) confidential information which:

9.1. have become lawfully publicly known and freely accessible;
9.2. are subject to disclosure to any third parties based on a prior written agreement issued by the University rector or any other person duly authorised by them;

9.3. fall under the duty of a commercial secret holder provided for in a legal document of the European Union and (or) a law of the Republic of Lithuania for reasons of public interest to disclose information that constitutes a commercial secret and (or) confidential information to the court, government or public administration institution and (or) establishment to enable them to perform their functions;

9.4. in other cases provided for in the law.

10. Information Holders shall be obliged to use commercial secret and (or) confidential information solely by respecting the principle of confidentiality.

11. With the aim to observe the principle of confidentiality and to prevent cases when commercial secret and (or) confidential information are used by unauthorised individuals, the Information Holder shall:

11.1. sign a Non-Disclosure Agreement Regarding Commercial Secret and Confidential Information Related to Research and Development (Annex 1, 2 or 3 respectively);

11.2. not disclose any commercial secret and/or confidential information to any third parties with the exception of cases provided for in the law;

11.3. not use any data that constitutes a commercial secret and/or confidential information to serve any personal or third-party interests;

11.4. ensure the security of all documents that contain commercial secret and/or confidential information, not to make any copies of such documents with the exception of cases when such copies are necessary to perform the defined functions;

11.5. make sure that commercial secret and/or confidential information in an electronic format are not transferred via and are not worked with in online workspaces, such as, for example, Dropbox, Google Drive or Microsoft OneDrive, except for the cases when such services are provided under respective contracts concluded with the providers of such services;

11.6. use only the safe (professional) email provided by the University to send information containing any commercial secret and/or confidential information by email. In case of a suspected threat to the security of commercial secret and/or confidential information, to enable the individuals responsible for protection of confidential information at the University to check professional email;

11.7. not to leave computer equipment unattended when leaving their workplace and to close all university documents containing commercial secret or confidential information;

11.8. necessarily inform their direct superiors about all cases when printed or electronic information containing commercial secret and/or confidential information was altered. It shall be prohibited to transfer any commercial secret or confidential information in an unsafe manner, for example via online chatrooms or by using personal email;

11.9. not to use any sheets with printed confidential information and/or commercial secret as scrap paper.

12. With the aim to prevent cases of commercial secret and (or) confidential information being used by unauthorised individuals, the University hereby undertakes the obligation:

12.1. to provide employees and students with a safe University email that meets applicable information security requirements;

12.2. to provide a secure IT platform to exchange digital information;

12.3. to ensure that after Information Holders leave their workplace the information considered to be confidential and/or containing a commercial secret is not accessible to any third parties that have access to the University facilities after working hours;

12.4. to introduce computer display screen protection for the University’s computers to ensure that the display screen goes blank when it is not used for a defined period of time, and to ensure that in order to use the computer a person has to log in with a password;

12.5. to provide special designated places (safe, lockable cupboards or drawers, special rooms) to ensure the conditions necessary to secure commercial secret and/or confidential information in paper form, including information stored in portable electronic devices;

12.6. to provide the necessary conditions to apply the one-stop shop principle when anonymously reporting any breaches with respect to confidentiality of commercial secret and/or confidential information;
12.7. to ensure objective and confidential consideration of anonymous reports about any breaches with respect to confidentiality of commercial secret and/or confidential information;

12.8. to put in place respective contractual obligations and related agreements that appear to be necessary in organising the University’s operations and ensuring that respective functions are performed;

12.9. in cases when Information Holders exchange among themselves and disclose confidential information and (or) commercial secret or provide such information upon request of persons listed under Sub-articles 2.1–2.4 of the Regulation it should be ensured that commercial secret and (or) confidential information reach the addressee in a secure way.

13. Documents containing commercial secret and (or) confidential information (licence agreements regarding objects of industrial property, R&D agreements, negotiation protocols, letters of intent, including other information listed under Sub-article 7.5 of the Regulation) shall be registered in the University’s document management system and marked as confidential and subject to the applicable rules of drafting, management and recording of documents. Individuals shall be granted access rights to a specific document containing a commercial secret and (or) confidential information and registered in the University’s document management system by the staff of the Research and Innovations Department that are on the list approved by a respective order of the University Chancellor.

CHAPTER IV
INVESTIGATION OF INFRINGEMENTS WITH RESPECT TO CONFIDENTIALITY

14. Individuals shall report to their direct superiors about any unforeseen circumstances that might cause risk of infringement of the confidentiality requirements applicable to commercial secret and (or) confidential information and disclosure of a commercial secret and (or) confidential information.

15. Should any head of an academic subdivision or branch receive information about any suspicious behaviour of University employees or individuals (researchers) taking part in the University’s academic activities under an exchange or cooperation programme, or about a suspicious situation that might cause threat to the security of a commercial secret and (or) confidential information, an investigation procedure into a possible infringement of respective work duties shall be carried out in line with the Regulation on the Order of Investigation of Infringements to the Work Duties of Vilnius University Employees by forming an extended investigation commission, which additionally includes a representative of the Research and Innovation Department, a representative of the University’s IT Service Centre, a representative of the University’s HR Unit under the Central Administration, a representative of the University’s Law Application Unit under the Central Administration and (or) a representative of a respective academic subdivision.

16. In cases when a head of an academic subdivision or branch receives information about any suspicious student behaviour or about a suspicious situation that might cause threat to the security of a commercial secret and (or) confidential information, penalties provided for in the Study Regulations of Vilnius University may apply as decided at the discretion of the head of respective academic subdivision or the University rector.

CHAPTER V
FINAL PROVISIONS

17. Any individual, prior to disclosing a commercial secret and (or) confidential information to any third persons in cases provided for in the law, shall inform the said third persons that the information is confidential and that it can only be used for the purpose for which it has been transferred and shall demand that the third persons take all the necessary measures to secure the confidential information.

18. Heads of the University’s academic subdivisions shall familiarise all employees of their subdivision and individuals (researchers) taking part in the University’s academic activities under an exchange or cooperation programme, including the students who work with commercial secret and
(or) confidential information, with the Regulation before the said individuals start working with a commercial secret and (or) confidential information. All the Information Holders shall sign the Non-Disclosure Agreement Regarding Commercial Secret and Confidential Information Related to Research and Development (Annex 1, 2 or 3 respectively). The non-disclosure agreements signed by the Information Holders shall be stored at the University in line with the applicable order throughout the entire period of contractual relations with the University and for 5 years after the termination of employment or other contractual relations with the University, unless the Agreement provides for a different term.

19. The direct superior and, in case of their absence, the head of the respective academic subdivision or branch or head of a respective project shall ensure that immediately after respective contractual relations expire, but no later than on the last day of their contractual relations with the University, employees, individuals (researcher) taking part in the University’s academic activities under an exchange or cooperation programme and students and other persons provided for in the Regulation return to the University all confidential information stored in paper copies, electronic media and all other possible information media.

20. Should the Information Holder fail to meet or properly meet their obligations undertaken under this Agreement or cause damage to the University as a result of their action or inaction, they must be held liable in line with the laws of the Republic of Lithuania for the resulting damages incurred by the University.
NON-DISCLOSURE AGREEMENT
REGARDING COMMERCIAL SECRET AND CONFIDENTIAL INFORMATION RELATED TO RESEARCH AND DEVELOPMENT

…….. 20... No.

Vilnius

Vilnius University, company identifier code 211950810, Universiteto St. 3, Vilnius, represented by (position, name and surname of the representative), acting on the basis of (power of attorney No.), hereinafter referred to as the Employer or the University, and (name and surname of the employee), hereinafter referred to as the Employee (hereinafter jointly referred to as the Parties, and each separately as the Party), have hereby concluded this Non-Disclosure Agreement Regarding Commercial Secret and Confidential Information Related to Research and Development, hereinafter referred to as the Agreement:

1. Object of the Agreement:

1.1. Under this Agreement the Employee undertakes the obligation not to disclose, transfer or pass on by any available means of communication or information medium that are available for use on the day of concluding this Agreement or that will be created throughout the validity period of the Agreement any confidential information or commercial secret to any third person nor to use it in any other way for personal or commercial purposes throughout the entire period of employment with the Employer and for 5 years after the termination of employment relations with the Employer, and the Employer undertakes the obligation to ensure the necessary conditions for the Employee to observe their obligations under this Agreement.

1.2. The employment contract shall serve as the basis for providing the Employee with confidential information and/or commercial secret.

1.3. Any commercial secret and/or confidential information shall only be used for the purpose of performing employment functions.

2. Definitions used in the Agreement:

2.1. Confidential information shall be any specific information, which does not fall under the definition of commercial secret, but becomes an inseparable part of the information holder’s abilities, knowledge and competence when the holder of the information gets acquainted with it. This information is secured by the University and any disclosure or usage of it even after the termination of employment relations may result in legal liability for the former holder of the confidential information. Commercial secret is one of many types of confidential information.

2.2. For the purpose of this Agreement, a commercial secret related to research and development (hereinafter R&D) shall include the following:

2.2.1. procedures of invention disclosure;
2.2.2. patent, trademark and industrial design applications before publishing;
2.2.3. licence agreements covering objects of industrial property;
2.2.4. any other information that meets the criteria defined in Article 2.1 of the Agreement that might form the basis for the documents listed in Sub-article 2.2.1–2.2.3;
2.2.5. any other information that is defined as a commercial secret in other legal documents of the University or other contracts concluded by the University.

2.3. For the purpose of this Agreement, confidential information related to R&D is defined as:
2.3.1. knowledge created in the process of R&D performed at the University or any other information (e.g. scientific methods, technological processes, software) about objects of intellectual property of the University;
2.3.2. R&D agreements, their estimates, reports and technical assignments, negotiation protocols, letters of intent, except cases when the said documents cannot be considered confidential information in line with the law or other contracts concluded by the University;
2.3.3. project applications for R&D where the University acts as the applicant. In cases where the University acts as a partner, the confidentiality requirement shall be applicable to the extent defined in the project grant agreement and (or) partnership contract;
2.3.4. any other information that is defined as confidential in other legal documents of the University or other contracts concluded by the University.

3. Obligations of the Employee:
3.1. The Employee hereby confirms that they are aware of the fact that the information entrusted to them and related to the Employer is considered to be a commercial secret and/or confidential information and with the aim to support the Employer in their effort to secure the confidential nature of the information the Employee hereby undertakes the obligation:
3.1.1. not to disclose any commercial secret and/or confidential information to any third parties with the exception of cases provided for in the law;
3.1.2. not to use any data that constitutes a commercial secret and/or confidential information to serve any personal or third-party interests;
3.1.3. to ensure the security of all documents that contain commercial secret and/or confidential information, not to make any copies of such documents with the exception of cases when such copies are necessary to perform the defined functions;
3.1.4. to make sure that commercial secret and/or confidential information in an electronic format are not transferred via and are not worked with in online workspaces, such as, for example, Dropbox, Google Drive or Microsoft OneDrive, except for the cases when such services are provided under respective contracts concluded with the providers of such services;
3.1.5. to use only the safe (professional) email provided by the University to send information containing any commercial secret and/or confidential information by email. In case of a suspected threat to the security of commercial secret and/or confidential information, to enable the individuals responsible for protection of confidential information at the University to check professional email;
3.1.6. not to leave computer equipment unattended when leaving their workplace and to close all university documents containing commercial secret or confidential information;
3.1.7. to necessarily inform their direct superiors about all cases when printed or electronic information containing commercial secret and/or confidential information was altered. It shall be prohibited to transfer any commercial secret or confidential information in an unsafe manner, for example via online chatrooms or by using personal email;
3.1.8. not to use any sheets with printed confidential information and/or commercial secret as scrap paper;
3.1.9. to abide by this Agreement and Vilnius University’s Regulation on Determination, Usage and Adherence to Confidentiality of Commercial Secret and Confidential Information Related to Research and Development throughout the entire validity period of the employment contract signed with the Employer and for 5 years after the cessation of the employment contract. In case of termination of employment relations, the Employee shall return to the Employer all information media containing confidential information that they have at their disposal.

4. Obligations of the Employer:
4.1. to provide employees with a safe professional email that meets applicable information security requirements;
4.2. to provide a secure IT platform to exchange digital information;
4.3. to ensure that after individuals leave their workplace the information considered to be confidential and/or containing a commercial secret is not accessible to any third parties that have access to the University facilities after working hours;
4.4. to introduce computer display screen protection for the University’s computers to ensure that the display screen goes blank when it is not used for a defined period of time, and to ensure that in order to use the computer a person has to login with a password;
4.5. to provide special designated places (safe, lockable cupboards or drawers, special rooms) to ensure the conditions necessary to secure commercial secret and/or confidential information in paper form, including information stored in portable electronic devices;

4.6. to provide the necessary conditions to apply the one-stop shop principle when anonymously reporting any breaches with respect to confidentiality of commercial secret and/or confidential information;

4.7. to ensure objective and confidential consideration of anonymous reports about any breaches with respect to confidentiality of commercial secret and/or confidential information;

4.8. to put in place respective contractual obligations and related agreements that appear to be necessary in organising the University’s operations and ensuring that respective functions are performed.

5. **Employee’s liability:**

5.1. Should the Employee fail to meet or properly meet the obligations undertaken under this Agreement, they must be held fully liable for all direct and indirect losses incurred as a result by the Employer.

5.2. The incurred losses shall include any costs incurred in the process of creating, using and improving the commercial secret, including any foregone revenue. The losses shall also include any penalties for the disclosure of the commercial secret and/or confidential information and paid to the Employer’s partners or other third persons.

6. **Other provisions:**

6.1. Other relations of the Parties in terms of usage, protection and disclosure of confidential information and commercial secret that have not been provided for in this Agreement shall be regulated in line with the provisions of Vilnius University’s Regulation on Determination, Usage and Adherence to Confidentiality of Commercial Secret and Confidential Information Related to Research and Development and other legal documents of the Employer.

6.2. The Employee hereby confirms that they have been duly acquainted with the requirements of the Employer regarding the usage, protection and disclosure of confidential information and commercial secret, that these requirements are clear and understandable to them and that they agree to abide by them.

6.3. By signing this Agreement, the Employee hereby admits that all the restrictions imposed on the disclosure of confidential information and/or commercial secret provided for in this Agreement and other legal documents of the Employer are justified and necessary to ensure the credibility and security of operations and information of the Employer and other persons engaged in cooperation with the Employer.

6.4. By signing this Agreement, the Employee hereby confirms that the provisions of this Agreement and related legal consequences are perfectly clear to them and that they sign this Agreement at their free will and being aware of the importance of observing the provisions of the Agreement for the operations and competitive advantage of the Employer and realising their personal responsibility for any breaches to the Agreement.

7. **Final provisions:**

7.1. This Agreement can be amended, supplemented or cancelled only by way of written consent of both of the Parties. The Parties hereby undertake the obligation to keep the provision of this Agreement confidential for an indefinite period in time, with the exception of cases provided for in the law.

7.2. This Agreement comes into force as of the day of its signature and remains in force throughout the entire employment period of the Employee with the Employer and for 5 years after the cessation of the employment contract.

7.3. This Agreement is an inseparable (constituent) part of the employment contract signed by the Employer and the Employee.

7.4. The Agreement has been signed in the Lithuanian language in two equally binding copies, one copy each to the Employer and the Employee.

**Signatures of the Parties:**

**Employer:**

**Employee:**
VILNIUS UNIVERSITY
Universiteto St. 3, Vilnius
Company identifier code: 211950810
VAT payer’s code: LT119508113
Tel.: (8 5) 268 7000
E-mail: mokslas@cr.vu.lt

[Name, surname]

Unit

Position

__________________________________________
(name, surname and signature)

__________________________________________
(name, surname and signature)
NON-DISCLOSURE AGREEMENT REGARDING COMMERCIAL SECRET AND CONFIDENTIAL INFORMATION RELATED TO RESEARCH AND DEVELOPMENT

..................... 20... No.

Vilnius

Vilnius University, company identifier code 211950810, Universiteto St. 3, Vilnius, represented by (position, name and surname of the representative), acting on the basis of (power of attorney No.), hereinafter referred to as the University, and (lecturer, researcher (artworker) (name and surname of the individual), hereinafter referred to as the Associate and taking part in the academic activities of Vilnius University under an exchange or cooperation programme (name of the programme), hereinafter referred to as the Programme, (hereinafter jointly referred to as the Parties, and each separately as the Party) have hereby concluded this Non-Disclosure Agreement Regarding Commercial Secret and Confidential Information Related to Research and Development, hereinafter referred to as the Agreement:

1. Object of the Agreement:
   1.1. Under this Agreement the Associate undertakes the obligation not to disclose, transfer or pass on by any available means of communication or information medium that are available for use on the day of concluding this Agreement or that will be created throughout the validity period of the Agreement any confidential information or commercial secret to any third person nor to use it in any other way for personal or commercial purposes throughout the entire Programme period and for 1 year after the termination of the Programme, and the University undertakes the obligation to ensure the necessary conditions for the Associate to observe their obligations under this Agreement.

2. Definitions used in the Agreement:
   2.1. Confidential information shall be any specific information which does not fall under the definition of commercial secret, but becomes an inseparable part of the information holder’s abilities, knowledge and competence when the holder of the information gets acquainted with it. This information is secured by the University and any disclosure or usage of it even after the termination of contractual relations may result in legal liability for the former holder of the confidential information. Commercial secret is one of many types of confidential information.

2.2. For the purpose of this Agreement, a commercial secret related to research and development activities (hereinafter R&D) shall include the following:
   2.2.1. procedures of invention disclosure;
   2.2.2. patent, trademark and industrial design applications before publishing;
   2.2.3. licence agreements covering objects of industrial property;
   2.2.4. any other information that meets the criteria defined in Article 2.1 of the Agreement that might form the basis for the documents listed in Sub-articles 2.2.1–2.2.3;
   2.2.5. any other information that is defined as a commercial secret in other legal documents of the University or other contracts concluded by the University.
2.3. For the purpose of this Agreement, confidential information related to R&D is defined as:

2.3.1. knowledge created in the process of R&D performed at the University or any other information (e.g. scientific methods, technological processes, software) about objects of intellectual property of the University;

2.3.2. R&D agreements, their estimates, reports and technical assignments, negotiation protocols, letters of intent, except cases when the said documents cannot be considered confidential information in line with the law or other contracts concluded by the University;

2.3.3. project applications for R&D where the University acts as the applicant. In cases where the University acts as a partner, the confidentiality requirement shall be applicable to the extent defined in the project grant agreement and (or) partnership contract;

2.3.4. any other information that is defined as confidential in other legal documents of the University or other contracts concluded by the University.

3. Obligations of the Associate:

3.1. The Associate hereby confirms that they are aware of the fact that the information entrusted to them and related to the University is considered to be a commercial secret and/or confidential information and with the aim to support the University in their effort to secure the confidential nature of the information the Associate hereby undertakes the obligation:

3.1.1. not to disclose any commercial secret and/or confidential information to any third parties with the exception of cases provided for in the law;

3.1.2. not to use any data that constitutes a commercial secret and/or confidential information to serve any personal or third-party interests;

3.1.3. to ensure the security of all documents that contain commercial secret and/or confidential information, not to make any copies of such documents with the exception of cases when such copies are necessary to perform the defined functions;

3.1.4. to make sure that commercial secret and/or confidential information in an electronic format are not transferred via and are not worked with in online workspaces, such as, for example, Dropbox, Google Drive or Microsoft OneDrive, except for the cases when such services are provided under respective contracts concluded with the providers of such services;

3.1.5. to use only the safe (professional) email of the University (if actually provided with it) to send information containing any commercial secret and/or confidential information by email. In case of a suspected threat to the security of commercial secret and/or confidential information, to enable the individuals responsible for protection of confidential information at the University to check professional email (if actually provided with it). Should no professional email be provided, the Associate shall undertake the obligation to ensure the security of the email that they use;

3.1.6. not to leave computer equipment unattended when leaving their workplace and to close all university documents containing commercial secret or confidential information;

3.1.7. to automatically inform the superiors of the unit where the Associate works should any printed or electronic information containing commercial secret and/or confidential information be altered. It shall be prohibited to transfer any commercial secret or confidential information in an unsafe manner, for example via online chatrooms or by using personal email;

3.1.8. not to use any sheets with printed confidential information and/or commercial secret as scrap paper;

3.1.9. to abide by this Agreement and Vilnius University’s Regulation on Determination, Usage and Adherence to Confidentiality of Commercial Secret and Confidential Information Related to Research and Development throughout the entire Programme period and for 1 year after the termination of the Agreement.

4. Obligations of the University:

4.1. to provide a secure IT platform to exchange digital information;

4.2. to ensure that after individuals leave their workplace the information considered to be confidential and/or containing a commercial secret is not accessible to any third parties that have access to the University facilities after working hours;
4.3. to introduce computer display screen protection for the University’s computers to ensure that the display screen goes blank when it is not used for a defined period of time, and to ensure that in order to use the computer a person has to log in with a password;

4.4. to provide special designated places (safe, lockable cupboards or drawers, special rooms) to ensure the conditions necessary to secure commercial secret and/or confidential information in paper form, including information stored in portable electronic devices;

4.5. to have a system in place so that any breaches with respect to confidentiality of commercial secret and/or confidential information can be reported anonymously to the person at the University responsible for recruiting the Associate and (or) head of unit;

4.6. to ensure objective and confidential consideration of anonymous reports about any breaches with respect to confidentiality of commercial secret and/or confidential information;

4.7. to put in place respective contractual obligations and related agreements that appear to be necessary in organising the University’s operations and ensuring that respective functions are performed.

5. Associate’s liability:

5.1. Should the Associate fail to meet or properly meet the obligations undertaken under this Agreement, they must be held fully liable for all direct and indirect losses incurred as a result by the University.

5.2. The incurred losses shall include any costs incurred in the process of creating, using and improving the secret, including any foregone revenue. The losses shall also include any penalties for the disclosure of the commercial secret and/or confidential information and paid to the University’s partners or other third persons.

6. Other provisions:

6.1. Other relations of the Parties in terms of usage, protection and disclosure of confidential information and commercial secret that have not been provided for in this Agreement shall be regulated in line with the provisions of Vilnius University’s Regulation on Determination, Usage and Adherence to Confidentiality of Commercial Secrets and Confidential Information Related to Research and Development and other legal documents of the University.

6.2. The Associate hereby confirms that they have been duly acquainted with the requirements of the University regarding the usage, protection and disclosure of confidential information and commercial secret, that these requirements are clear and understandable to them and that they agree to abide by them.

6.3. By signing this Agreement, the Associate hereby admits that all the restrictions imposed on the disclosure of confidential information and/or commercial secret provided for in this Agreement and other legal documents of the University are justified and necessary to ensure the credibility and security of operations and information of the University and other persons engaged in cooperation with the University.

6.4. By signing this Agreement, the Associate hereby confirms that the provisions of this Agreement and related legal consequences are perfectly clear to them and that they sign this Agreement at their free will and being aware of the importance of observing the provisions of the Agreement for the operations and competitive advantage of the University and realising their personal responsibility for any breaches to the Agreement.

7. Final provisions:

7.1. This Agreement can be amended, supplemented or cancelled only by way of written consent of both of the Parties. The Parties hereby undertake the obligation to keep the provision of this Agreement confidential for an indefinite period in time, with the exception of cases provided for in the law.

7.2. This Agreement comes into force as of the day of its signature and remains in force throughout the entire period of participation of the Associate in the Programme and for 1 year after the termination of the Programme.

7.3. The Agreement has been signed in the Lithuanian language in two equally binding copies, one copy each to the University and the Associate.

Signatures of the Parties:
University:  
VILNIUS UNIVERSITY  
Universiteto St. 3, Vilnius  
Company identifier code: 211950810  
VAT payer’s code: LT119508113  
Tel.: (8 5) 268 7000  
E-mail: mokslas@cr.vu.lt

Associate:  
[Name, surname]  
Unit  
Position

______________________________  
(name, surname and signature)  
______________________________  
(name, surname and signature)
NON-DISCLOSURE AGREEMENT
REGARDING COMMERCIAL SECRET AND CONFIDENTIAL INFORMATION
RELATED TO RESEARCH AND DEVELOPMENT

…………………… 20... No.

Vilnius University, company identifier code 211950810, Universiteto St. 3, Vilnius, represented by (position, name and surname of the representative), acting on the basis of (power of attorney No.), hereinafter referred to as the University, and (name and surname of the student), studying under the ....................................... study programme of .......................... (name of the academic subdivision) of Vilnius University, hereinafter referred to as the Student (hereinafter jointly referred to as the Parties, and each separately as the Party), have hereby concluded this Non-Disclosure Agreement Regarding Commercial Secret and Confidential Information Related to Research and Development, hereinafter referred to as the Agreement:

1. Object of the Agreement:
   1.1. Under this Agreement the Student undertakes the obligation not to disclose, transfer or pass on by any available means of communication or information medium that are available for use on the day of concluding this Agreement or that will be created throughout the validity period of the Agreement any confidential information or commercial secret to any third person nor to use it in any other way for personal or commercial purposes throughout the entire period of their studies at the University and for 3 years after the end of the studies, and the University undertakes the obligation to ensure the necessary conditions for the Student to observe their obligations under this Agreement.
   1.2. The study contract No. ………………shall serve as the basis for providing the Student with confidential information and/or commercial secret.

2. Definitions used in the Agreement:
   2.1. Confidential information shall be any specific information which does not fall under the definition of commercial secret, but becomes an inseparable part of the information holder’s abilities, knowledge and competence when the holder of the information gets acquainted with it. This information is secured by the University and any disclosure or usage of it even after the termination of contractual relations may result in legal liability for the former holder of the confidential information. Commercial secret is one of many types of confidential information.
   2.2. For the purpose of this Agreement, a commercial secret related to research and development (hereinafter R&D) shall include the following:
      2.2.1. procedures of invention disclosure;
      2.2.2. patent, trademark and industrial design applications before publishing;
      2.2.3. licence agreements covering objects of industrial property;
      2.2.4. any other information that meets the criteria defined in Article 2.1 of the Agreement that might form the basis for the documents listed in Sub-articles 2.2.1–2.2.3;
      2.2.5. any other information that is defined as a commercial secret in other legal documents of the University or other contracts concluded by the University.
   2.3. For the purpose of this Agreement, confidential information related to R&D is defined as:
2.3.1. knowledge created in the process of R&D performed at the University or any other information (e.g. scientific methods, technological processes, software) about objects of intellectual property of the University;

2.3.2. R&D agreements, their estimates, reports and technical assignments, negotiation protocols, letters of intent, except cases when the said documents cannot be considered confidential information in line with the law or other contracts concluded by the University;

2.3.3. project applications for R&D where the University acts as the applicant. In cases where the University acts as a partner, the confidentiality requirement shall be applicable to the extent defined in the project grant agreement and (or) partnership contract;

2.3.4. any other information that is defined as confidential in other legal documents of the University or other contracts concluded by the University.

3. Obligations of the Student:

3.1. The Student hereby confirms that they are aware of the fact that the information entrusted to them and related to the University is considered to be a commercial secret and/or confidential information and with the aim to support the University in their effort to secure the confidential nature of the information the Student hereby undertakes the obligation:

3.1.1. not to disclose any commercial secret and/or confidential information to any third parties with the exception of cases provided for in the law;

3.1.2. not to use any data that constitutes a commercial secret and/or confidential information to serve any personal or third-party interests;

3.1.3. to ensure the security of all documents that contain commercial secret and/or confidential information, not to make any copies of such documents with the exception of cases when such copies are necessary to perform the defined functions;

3.1.4. to make sure that commercial secret and/or confidential information in an electronic format are not transferred via and are not worked with in online workspaces, such as, for example, Dropbox, Google Drive or Microsoft OneDrive, except for the cases when such services are provided under respective contracts concluded with the providers of such services;

3.1.5. to use only the safe (professional) email provided by the University to send information containing any commercial secret and/or confidential information by email. In case of a suspected threat to the security of commercial secret and/or confidential information, to enable the individuals responsible for protection of confidential information at the University to check the (professional) email provided by the University;

3.1.6. not to leave computer equipment unattended when leaving their workplace and to close all university documents containing commercial secret or confidential information;

3.1.7. to necessarily inform the head of their academic subdivision about all cases when printed or electronic information containing commercial secret and/or confidential information was altered. It shall be prohibited to transfer any commercial secret or confidential information in an unsafe manner, for example via online chatrooms or by using personal email;

3.1.8. not to use any sheets with printed confidential information and/or commercial secret as scrap paper;

3.1.9. on the instruction of the head of their academic subdivision to immediately and (or) after their study contract expires, but no later than on the last day of their contractual relations with the University, return to the University all (all paper copies, electronic copies, translations, originals, etc.) confidential information and information that constitutes a commercial secret and that the Student holds in their possession and received from the University and (or) the University’s partners or obtained in any other way as a result of their studies at the University in both written form and electronic media, including all other possible information media;

3.1.10. to abide by this Agreement and Vilnius University’s Regulation on Determination, Usage and Adherence to Confidentiality of Commercial Secret and Confidential Information Related to Research and Development throughout the entire validity period of the study contract and for 3 years after the end of the studies.

4. Obligations of the University:

4.1. to provide the Student with a safe email that meets applicable information security requirements;

4.2. to provide a secure IT platform to exchange digital information;
4.3. to ensure that after individuals leave their workplace the information considered to be confidential and/or containing a commercial secret is not accessible to any third parties that have access to the University facilities after working hours;

4.4. to introduce computer display screen protection for the University’s computers to ensure that the display screen goes blank when it is not used for a defined period of time, and to ensure that in order to use the computer a person has to log in with a password;

4.5. to provide special designated places (safe, lockable cupboards or drawers, special rooms) to ensure the conditions necessary to secure commercial secret and/or confidential information in paper form, including information stored in portable electronic devices;

4.6. to provide the necessary conditions to apply the one-stop shop principle when anonymously reporting any breaches with respect to confidentiality of commercial secret and/or confidential information;

4.7. to ensure objective and confidential consideration of anonymous reports about any breaches with respect to confidentiality of commercial secret and/or confidential information;

4.8. to put in place respective contractual obligations and related agreements that appear to be necessary in organising the University’s operations and ensuring that respective functions are performed.

5. Student’s liability:

5.1. Should the Student fail to meet or properly meet their obligations undertaken under this Agreement, they must be held fully liable for all direct and indirect losses incurred as a result by the University.

5.2. The incurred losses shall include any costs incurred in the process of creating, using and improving the secret, including any foregone revenue. The losses shall also include any penalties for the disclosure of the commercial secret and/or confidential information and paid to the University’s partners or other third persons.

6. Other provisions:

6.1. Other relations of the Parties in terms of usage, protection and disclosure of confidential information and commercial secrets that have not been provided for in this Agreement shall be regulated in line with the provisions of Vilnius University’s Regulation on Determination, Usage and Adherence to Confidentiality of Commercial Secrets and Confidential Information Related to Research and Development and other legal documents of the University.

6.2. The Student hereby confirms that they have been duly acquainted with the requirements of the University regarding the usage, protection and disclosure of confidential information and commercial secret, that these requirements are clear and understandable to them and that they agree to abide by them.

6.3. By signing this Agreement, the Student hereby admits that all the restrictions imposed on the disclosure of confidential information and/or commercial secret provided for in this Agreement and other legal documents of the University are justified and necessary to ensure the credibility and security of operations and information of the University and other persons engaged in cooperation with the University.

6.4. By signing this Agreement, the Student hereby confirms that the provisions of this Agreement and related legal consequences are perfectly clear to them and that they sign this Agreement at their free will and being aware of the importance of observing the provisions of the Agreement for the operations and competitive advantage of the University and realising their personal responsibility for any breaches to the Agreement.

7. Final provisions:

7.1. This Agreement can be amended, supplemented or cancelled only by way of written consent of both of the Parties. The Parties hereby undertake the obligation to keep the provision of this Agreement confidential for an indefinite period in time, with the exception of cases provided for in the law.

7.2. This Agreement comes into force as of the day of its signature and remains in force throughout the entire validity period of the study contract with the University and for 3 years after the end of the studies.

7.3. This Agreement is an inseparable (constituent) part of the study contract signed by the Student and the University.
7.4. The Agreement has been signed in the Lithuanian language in two equally binding copies, one copy each to the University and the Student.

**Signatures of the Parties:**

**Vilnius University**  
Universiteto St. 3, Vilnius  
Company identifier code: 211950810  
VAT payer’s code: LT119508113  
Tel.: (8 5) 268 7000  
E-mail: mokslas@cr.vu.lt

_________________________  
(name, surname and signature)

**Student**  
[Name and surname]  
Student card No.  
Tel.:  
E-mail:

_________________________  
(name, surname and signature)