

## DESCRIPTION OF THE PROCEDURE FOR DETERMINING, USING, AND ENSURING ADHERENCE TO THE CONFIDENTIALITY OF COMMERCIAL SECRETS AND CONFIDENTIAL INFORMATION RELATED TO RESEARCH AND DEVELOPMENT ACTIVITIES AT VILNIUS UNIVERSITY

### CHAPTER I GENERAL PROVISIONS

1. The Description of the Procedure for Determining, Using, and Ensuring Adherence to the Confidentiality of Commercial Secrets and Confidential Information Related to Research and Development Activities at Vilnius University (hereinafter the 'Description') defines the confidentiality requirements of Vilnius University (hereinafter the 'University') applicable to information related to research and development (hereinafter 'R&D') activities. The Description includes the procedure and conditions for ensuring confidentiality, as well as the circumstances under which commercial secret and/or confidential information may be disclosed. It also defines who decides on the disclosure of a commercial secret and/or confidential information, the criteria on the basis of which information is classified as a commercial secret and/or confidential information; and the procedure for using and securing commercial secrets and/or confidential information.

2. The Description applies to the following holders of a 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 access commercial secrets and/or confidential information according to the laws of the Republic of Lithuania.

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

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 handled;

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 a 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 use of it, even after the termination of the employment relationship, may result in legal liability for the former holder of the confidential information. A 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 by 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 Secrets and Confidential Information Related to Research and Development Activities (hereinafter the 'Agreement') shall undertake the obligation not to use, disclose, transfer, or pass on, by any available means of communication or information media, any confidential information or commercial secret to any third parties throughout the entire period of employment or other contractual relationships with the University and for five years after the termination of employment or other contractual relationships 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 Item 3 of this Description. The Information Holder shall secure this information as a commercial secret and/or confidential information as provided for in this Description until the receipt of respective confirmation from their direct superior.

5. If necessary, the Department for Research and Innovation under the University's Central Administration (hereinafter the 'Department for Research and Innovation') and the Legal Division under the Central Administration shall consult heads of units on issues related to the protection of any 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 concerning the University's intellectual property objects (e.g. scientific methods, technological processes, software), which, after discussing it with the Employee/Associate/Student, the direct superior, the person responsible for the recruitment of the Associate, and/or the head of the academic unit, and/or the Student's supervisor for studies and/or internship, has identified in writing as confidential (a notification by the superior sent by email shall be considered equivalent to a written form).

6.2. R&D agreements, their estimates, reports and technical assignments, negotiation protocols, and letters of intent, except for cases where 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 an applicant. In cases where the University acts as a partner, the confidentiality requirement shall apply 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. invention disclosures;

7.2. the applications for patent, trademark, and industrial design prior to publication;

7.3. licence agreements covering objects of industrial property;

7.4. any other information that meets the criteria defined in Item 3.1 of the Description that might form the basis for the documents listed in Items 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 SECRETS AND CONFIDENTIAL INFORMATION AND ADHERENCE TO CONFIDENTIALITY**

8. Commercial secrets 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 information (data).

9. The obligations of Information Holders defined in this Description are not applicable to commercial secrets 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 by law.

10. Information Holders shall be obliged to use commercial secret and/or confidential information solely in accordance with the principle of confidentiality.

11. With the aim of observing the principle of confidentiality and to prevent cases where commercial secrets and/or confidential information are used by unauthorised individuals, the Information Holder shall:

11.1. sign the Non-Disclosure Agreement Regarding Commercial Secrets 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 by 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 where such copies are necessary to perform the defined functions;

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

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

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

11.8. immediately inform their direct superior about all cases where printed or electronic information containing a commercial secret and/or confidential information has been 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 a personal email account;

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

12. With the aim of preventing cases of a 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 secure University email account 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, information considered to be confidential and/or containing a commercial secret is not accessible to any third parties who 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 locks automatically 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 specially designated places (safes, lockable cupboards or drawers, special rooms) to ensure the conditions necessary to secure a commercial secret and/or confidential information in paper form, including information stored in portable electronic devices;

12.6. to provide the necessary conditions for applying a one-stop shop principle when anonymously reporting any breaches of the confidentiality of a commercial secret and/or confidential information;

12.7. to ensure objective and confidential consideration of anonymous reports about any breaches of the confidentiality of a commercial secret and/or confidential information;

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

12.9. in cases where Information Holders exchange among themselves and disclose confidential information and/or a commercial secret or provide such information upon request of persons listed in Items 2.1–2.4 of the Description, it should be ensured that a commercial secret and/or confidential information reach the addressee in a secure way.

13. Documents containing a commercial secret and/or confidential information (licence agreements regarding objects of industrial property, R&D agreements, negotiation protocols, and letters of intent, including other information listed in Item 7.5 of the Description) 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 Department for Research and Innovation who 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 superior about any unforeseen circumstances that might pose a risk of infringement of the confidentiality requirements applicable to a commercial secret and/or confidential information and disclosure of a commercial secret and/or confidential information.

15. Should any head of an academic unit 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 pose a threat to the security of a commercial secret and/or confidential information, an investigation procedure into a possible breach 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 Department for Research and Innovation, a representative of the University's Information Technology Service Center, a representative of the University's Human Resources Division under the Central Administration, a representative of the University's Legal Division under the Central Administration and/or a representative of a respective academic unit.

16. In cases where the head of an academic unit receives information about any suspicious student behaviour or about a suspicious situation that might pose a 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 a respective academic unit or the University Rector.

#### **CHAPTER V FINAL PROVISIONS**

17. Any individual, prior to disclosing any commercial secret and/or confidential information to any third parties in cases provided for by law, shall inform the said third parties 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 parties take all the necessary measures to secure the confidential information.

18. The heads of the University's academic units shall familiarise all employees of their unit and individuals (researchers) taking part in the University's academic activities under an exchange or cooperation programme, including the students who work with commercial secrets and/or confidential information, with the Description before the said individuals start working with commercial secrets and/or confidential information. All the Information Holders shall sign the Non-Disclosure Agreement Regarding Commercial Secrets 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 accordance with the applicable procedure throughout the entire period of contractual relationship with the University and for five years after the termination of employment or other contractual relationships 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 unit or the head of the respective project shall ensure that immediately after the expiry of the respective contractual relationship, but no later than on the last day of their contractual relationship with the University, employees, individuals (researchers) taking part in the University's academic activities under an exchange or cooperation programme; as well as students and other persons provided for in the Description return to the University all confidential information stored in paper copies, on electronic media, and all other possible information media.

20. Should the Information Holder fail to meet or properly meet their obligations set forth in this Description 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.

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Annex 1  
to the Description of the Procedure for Determining,  
Using, and Ensuring Adherence to the Confidentiality  
of Commercial Secrets and Confidential Information  
Related to Research and Development Activities at  
Vilnius University

(Template non-disclosure agreement with employees regarding commercial secrets and confidential information  
related to research and development)

**NON-DISCLOSURE AGREEMENT  
REGARDING COMMERCIAL SECRETS AND CONFIDENTIAL INFORMATION  
RELATED TO RESEARCH AND DEVELOPMENT**

..... 20... No.  
Vilnius

**Vilnius University**, legal entity code 211950810, Universiteto g. 3, Vilnius, represented by (*position and full name of the representative*), acting on the basis of (*power of attorney No.*), hereinafter referred to as the 'Employer' or the 'University', and (*full name 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 Secrets 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 shall undertake the obligation not to disclose, transfer, or pass on, by any means of communication or information media available on the day of concluding this Agreement or created during its validity, any confidential information or commercial secret to any third parties nor to use it in any other way for personal or commercial purposes throughout the entire period of employment with the Employer and for five years after the termination of the employment relationship with the Employer; and the Employer shall undertake 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 secrets.

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 a commercial secret but becomes an inseparable part of the Information Holder's abilities, knowledge, and competence when the Information Holder gets acquainted with it. This information is secured by the University, and any disclosure or use of it, even after the termination of the employment relationship, may result in legal liability for the former holder of the confidential information. A 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. invention disclosures;

2.2.2. patent, trademark, and industrial design applications prior to publication;

2.2.3. licence agreements covering objects of industrial property;

2.2.4. any other information that meets the criteria defined in Item 2.1 of the Agreement that might form the basis for the documents listed in Items 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 concerning the University's intellectual property objects (e.g. scientific methods, technological processes, software), which the employee's direct superior, after discussing it with the employee, has identified in writing as confidential (a notification by the superior sent by email shall be considered equivalent to a written form);

2.3.2. R&D agreements, their estimates, reports and technical assignments, negotiation protocols, and letters of intent, except for cases where 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 an applicant. In cases where the University acts as a partner, the confidentiality requirement shall apply 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 of supporting 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 by 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 where such copies are necessary to perform the defined functions;

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

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

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

3.1.7. to immediately inform their direct superior about all cases where printed or electronic information containing commercial secrets and/or confidential information has been 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 a personal email account;

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

3.1.9. to comply with this Agreement and the Description of the Procedure for Determining, Using, and Ensuring Adherence to the Confidentiality of Commercial Secrets and Confidential Information Related to Research and Development Activities at Vilnius University throughout the entire validity period of the employment contract signed with the Employer and for five years after the termination of the employment contract. In case of the termination of the employment relationship, 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 secure professional email account 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, information considered to be confidential and/or containing a commercial secret is not accessible to any third parties who 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 locks automatically 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 specially designated places (safes, lockable cupboards or drawers, special rooms) to ensure the conditions necessary to secure a commercial secret and/or confidential information in paper form, including information stored in portable electronic devices;

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

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

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

#### **5. Liability of the Employee:**

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, except for the case referred to in Item 2.3.1 of this Agreement, where the compensation for damage caused by the Employee may not exceed 90 times the minimum monthly salary established by the Government of the Republic of Lithuania.

5.2. The incurred losses shall include any costs incurred in the process of creating, using, and improving the commercial secret, including any revenue foregone. 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 parties.

#### **6. Other provisions:**

6.1. The Employee confirms that they have familiarised themselves with the provisions of the Description of the Procedure for Determining, Using, and Ensuring Adherence to the Confidentiality of Commercial Secrets and Confidential Information Related to Research and Development Activities at Vilnius University and other legal documents of the Employer that regulate other relationships between the Parties regarding confidential information and the use, protection, and disclosure of commercial secrets that are not covered by this Agreement.

6.2. The Employee hereby confirms that the requirements of the Employer regarding the use, protection, and disclosure of confidential information and commercial secrets 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 secrets 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 fully 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 of the Agreement.

#### **7. Final provisions:**

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

7.2. This Agreement shall come into force as of the day of its signature and remain in force throughout the entire employment period of the Employee with the Employer and for five years after the termination 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 English language in two equally binding copies, one for the Employer and one for the Employee.

**Signatures of the Parties:**

**Employer:**

**VILNIUS UNIVERSITY**

Universiteto g. 3, Vilnius

Legal entity code: 211950810

VAT identification number: LT119508113

Phone: +370 5 268 7000

Email: mokslas@cr.vu.lt

**Employee:**

**[Full name]**

Unit

Position

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(full name and signature)

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(full name and signature)

Annex 2  
to the Description of the Procedure for Determining,  
Using, and Ensuring Adherence to the  
Confidentiality of Commercial Secrets and  
Confidential Information Related to Research and  
Development Activities at Vilnius University

(Template non-disclosure agreement with associates regarding commercial secrets and confidential information  
related to research and development)

**NON-DISCLOSURE AGREEMENT  
REGARDING COMMERCIAL SECRETS AND CONFIDENTIAL INFORMATION  
RELATED TO RESEARCH AND DEVELOPMENT**

..... 20... No.  
Vilnius

**Vilnius University**, legal entity code 211950810, Universiteto g. 3, Vilnius, represented by (*position and full name of the representative*), acting on the basis of (*power of attorney No.*), hereinafter referred to as the 'University', and (*lecturer, researcher (art staff member) (full name 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 Secrets 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 shall undertake the obligation not to disclose, transfer, or pass on, by any means of communication or information media available on the day of concluding this Agreement or created during its validity, any confidential information or commercial secret to any third party nor to use it in any other way for personal or commercial purposes throughout the entire Programme period and for one year after the termination of the Programme, and the University shall undertake the obligation to ensure the necessary conditions for the Associate to observe their obligations under this Agreement.

1.2. The Programme (*name of the programme*) shall serve as the basis for providing the Associate with confidential information and/or a commercial secret.

1.3. Any commercial secret and/or confidential information shall only be used for the purpose of performing the activities foreseen in the Programme.

**2. Definitions used in the Agreement:**

2.1. Confidential information shall be any specific information which does not fall under the definition of a commercial secret but becomes an inseparable part of the Information Holder's abilities, knowledge, and competence when the Information Holder gets acquainted with it. This information is secured by the University, and any disclosure or use of it, even after the termination of the contractual relationship, may result in legal liability for the former holder of the confidential information. A 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. invention disclosures;

2.2.2. patent, trademark, and industrial design applications prior to publication;

2.2.3. licence agreements covering objects of industrial property;

2.2.4. any other information that meets the criteria defined in Item 2.1 of the Agreement that might form the basis for the documents listed in Items 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 concerning the University's intellectual property objects (e.g. scientific methods, technological processes, software), which, after discussing it with the Associate, the person responsible for the recruitment of the Associate and/or the head of the academic unit has identified in writing as confidential (a notification by the superior sent by email shall be considered equivalent to a written form).

2.3.2. R&D agreements, their estimates, reports and technical assignments, negotiation protocols, and letters of intent, except for cases where 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 an applicant. In cases where the University acts as a partner, the confidentiality requirement shall apply 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 of supporting 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 by 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 a commercial secret and/or confidential information, not to make any copies of such documents with the exception of cases where such copies are necessary to perform the defined functions;

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

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

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

3.1.7. to automatically inform the heads of the unit where the Associate works, should any printed or electronic information containing a 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 a personal email account;

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

3.1.9. to comply with this Agreement and the Description of the Procedure for Determining, Using, and Ensuring Adherence to the Confidentiality of Commercial Secrets and Confidential Information Related to Research and Development Activities at Vilnius University throughout the entire Programme period and for one 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, information considered to be confidential and/or containing a commercial secret is not accessible to any third parties who 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 locks automatically 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 specially designated places (safes, lockable cupboards or drawers, special rooms) to ensure the conditions necessary to secure a 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 of the confidentiality of any commercial secret and/or confidential information can be reported anonymously to the person at the University responsible for recruiting the Associate and/or the head of the unit;

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

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

### **5. Liability of the Associate:**

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 commercial secret, including any revenue foregone. 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 parties.

### **6. Other provisions:**

6.1. The Associate confirms that they have familiarised themselves with the provisions of the Description of the Procedure for Determining, Using, and Ensuring Adherence to the Confidentiality of Commercial Secrets and Confidential Information Related to Research and Development Activities at Vilnius University and other legal documents of the University that regulate other relationships between the Parties regarding confidential information and the use, protection, and disclosure of the commercial secret that are not covered by this Agreement.

6.2. The Associate hereby confirms that the requirements of the University regarding the use, protection, and disclosure of confidential information and commercial secrets 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 secrets 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 fully 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 of the Agreement.

### **7. Final provisions:**

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

7.2. This Agreement shall come into force as of the day of its signature and remain in force throughout the entire period of participation of the Associate in the Programme and for one year after the termination of the Programme.

7.3. The Agreement has been signed in the English language in two equally binding copies, one for the University and one for the Associate.

**Signatures of the Parties:****University:****VILNIUS UNIVERSITY**

Universiteto g. 3, Vilnius

Legal entity code: 211950810

VAT identification number: LT11950811

Phone: +370 5 268 7000

Email: mokslas@cr.vu.lt

**Associate:****[Full name]**

Unit

Position

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(full name and signature)

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(full name and signature)

Annex 3  
to the Description of the Procedure for Determining,  
Using, and Ensuring Adherence to the  
Confidentiality of Commercial Secrets and  
Confidential Information Related to Research and  
Development Activities at Vilnius University

(Template non-disclosure agreement with students regarding commercial secrets and confidential information related to research and development)

**NON-DISCLOSURE AGREEMENT  
REGARDING COMMERCIAL SECRETS AND CONFIDENTIAL INFORMATION  
RELATED TO RESEARCH AND DEVELOPMENT**

..... 20... No.  
Vilnius

**Vilnius University**, legal entity code 211950810, Universiteto g. 3, Vilnius, represented by (*position and full name of the representative*), acting on the basis of (*power of attorney No.*), hereinafter referred to as the 'University', and (*full name of the student*), studying under the ..... study programme at the ..... (*name of the academic unit*) 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 Secrets 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 shall undertake the obligation not to disclose, transfer, or pass on, by any means of communication or information media available on the day of concluding this Agreement or created during its validity, any confidential information or commercial secret to any third party 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 three years after the end of the studies, and the University shall undertake 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 secrets.

**2. Definitions used in the Agreement:**

2.1. Confidential information shall be any specific information which does not fall under the definition of a commercial secret but becomes an inseparable part of the Information Holder's abilities, knowledge, and competence when the Information Holder gets acquainted with it. This information is secured by the University, and any disclosure or use of it, even after the termination of the contractual relationship, may result in legal liability for the former holder of the confidential information. A 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. invention disclosures;
- 2.2.2. patent, trademark, and industrial design applications prior to publication;
- 2.2.3. licence agreements covering objects of industrial property;
- 2.2.4. any other information that meets the criteria defined in Item 2.1 of the Agreement that might form the basis for the documents listed in Items 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 concerning the University's intellectual property objects (e.g. scientific methods,

technological processes, software), which, after discussing it with the Student, the supervisor of the Student's thesis and/or internship has identified in writing as confidential (a notification by the supervisor sent by email shall be considered equivalent to a written form).

2.3.2. R&D agreements, their estimates, reports and technical assignments, negotiation protocols, and letters of intent, except for cases where 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 an applicant. In cases where the University acts as a partner, the confidentiality requirement shall apply 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 of supporting 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 by 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 a commercial secret and/or confidential information, not to make any copies of such documents with the exception of cases where such copies are necessary to perform the defined functions;

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

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

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

3.1.7. to immediately inform the head of their academic unit about all cases where printed or electronic information containing a commercial secret and/or confidential information has been 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 a personal email account;

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

3.1.9. on the instruction of the head of their academic unit to immediately and/or after their study contract expires, but no later than on the last day of their contractual relationship with the University, return to the University all confidential information and information that constitutes a commercial secret (all paper copies, electronic copies, translations, originals, etc.) 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 comply with this Agreement and the Description of the Procedure for Determining, Using, and Ensuring Adherence to the Confidentiality of Commercial Secrets and Confidential Information Related to Research and Development Activities at Vilnius University throughout the entire validity period of the study contract and for three years after the end of the studies.

### **4. Obligations of the University:**

4.1. to provide the Student with a secure email account 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, information considered to be confidential and/or containing a commercial secret is not accessible to any third parties who 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 locks automatically 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 specially designated places (safes, lockable cupboards or drawers, special rooms) to ensure the conditions necessary to secure a commercial secret and/or confidential information in paper form, including information stored in portable electronic devices;

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

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

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

### **5. Liability of the Student:**

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, except for the case referred to in Item 2.3.1 of this Agreement, where the compensation for damage caused by the Student may not exceed 90 times the minimum monthly salary established by the Government of the Republic of Lithuania.

5.2. The incurred losses shall include any costs incurred in the process of creating, using, and improving the commercial secret, including any revenue foregone. 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 parties.

### **6. Other provisions:**

6.1. The Student confirms that they have familiarised themselves with the provisions of the Description of the Procedure for Determining, Using, and Ensuring Adherence to the Confidentiality of Commercial Secrets and Confidential Information Related to Research and Development Activities at Vilnius University and other legal documents of the University that regulate other relationships between the Parties regarding confidential information and the use, protection, and disclosure of commercial secrets that are not covered by this Agreement.

6.2. The Student hereby confirms that the requirements of the University regarding the use, protection, and disclosure of confidential information and commercial secrets 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 secrets 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 fully 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 of the Agreement.

### **7. Final provisions:**

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

7.2. This Agreement shall come into force as of the day of its signature and remain in force throughout the entire validity period of the study contract with the University and for three 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 English language in two equally binding copies, one for the University and one for the Student.

**Signatures of the Parties:**

**Vilnius University**

Universiteto g. 3, Vilnius

Legal entity code: 211950810

VAT identification number: LT11950811

Phone: (8 5) 268 7000

Email: mokslas@cr.vu.lt

**Student**

**[Full name]**

Student card No.

Phone:

Email:

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(full name and signature)

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(full name and signature)