APPROVED:

Director

of the Nature Research Centre

Order No V-196 of 31 October 2014

**RULES FOR THE IDENTIFICATION AND USE OF CONFIDENTIAL AND COMMERCIALLY SECRET INFORMATION AND FOR MAINTAINING CONFIDENTIALITY OF THE STATE RESEARCH INSTITUTE NATURE RESEARCH CENTRE**

1. **GENERAL PROVISIONS**
2. The Rules for the Identification and Use of Confidential and Commercially Secret Information and for Maintaining Confidentiality of the State Research Institute Natural Research Centre (hereinafter referred to as the "Rules") regulate the list of confidential and commercially secret information, the requirements for its compilation, the rules for maintaining confidentiality, the procedures, conditions, and circumstances of maintaining the confidentiality of the information obtained in the course of the exercise of the functions of employment, when confidential and commercially secret information may be disclosed, the list of persons entitled to have access to and to take decisions on the disclosure of commercially secret information, their rights and obligations, their liability for disclosure of confidential and commercially secret information and other relations related to the identification, use and disclosure of confidential and commercially secret information.
3. These Rules are binding on all employees of the Centre who work or otherwise deal with confidential and commercially sensitive information, as well as on any other person with whom the Centre has (will have) a legal relationship in which third parties will in any way come into contact with confidential and commercially sensitive information, irrespective of the basis and substance of this legal relationship.
4. The Rules are established to prevent the transmission of commercially sensitive information to third parties that is harmful to the interests of the Centre, to ensure loyalty to the Centre, to ensure the continuity of the Centre's activities, and to protect its intellectual activities and results.
5. The Rules have been drawn up in accordance with the Civil Code of the Republic of Lithuania, the Labour Code of the Republic of Lithuania, the Law on Legal Protection of Personal Data of the Republic of Lithuania, the Law on Copyright and Related Rights of the Republic of Lithuania, the requirements of the accompanying legal acts, and other legal acts regulating the confidentiality of data and the protection of trade secrets.
6. Terms used in the Rules:
	1. **Confidential information and information having the status of a trade secret** mean such information which has come to the knowledge of a person working for the Centre under a contract of employment or providing services under a contract for the provision of services and which belongs to the Centre or to the Centre's customers, and which is of value because it is not known to third parties and is not freely accessible to them, about intellectual products developed by the Centre's employees, or about parts of such products or parts of such products, or about the research carried out and/or the results thereof, lists of existing or potential suppliers or contractors, the salaries and working conditions of employees, as well as any other data relating to the activities carried out by the Centre, and information which the Centre considers to be industrial, commercial or technological secrets, irrespective of whether or not such information is directly included in the list of the Centre's industrial, commercial and/or technological secrets, with the exception of information which is made public. Information concerning or relating to third parties which has come to the knowledge of a person in the course of the performance of his/her employment or service (or other similar) contract with the Centre shall also be considered confidential information. The term "confidential and trade secret information" shall hereinafter be collectively referred to as "Information".
	2. **Confidentiality** means the obligation of an individual to use the Information only in the course of his or her employment, to ensure that it does not become known to persons who do not have the right to do so, to refrain from disclosing it to third parties, except as provided for by law, and to refrain from using it for personal or third-party interests.
7. **CONFIDENTIALITY REQUIREMENTS**
8. The obligation not to disclose and protect confidential information is open-ended.
9. Persons performing work functions under an employment or service contract (or other contract of a similar nature, e.g. a contract of authorship, etc.) concluded with the Centre shall be bound by the confidentiality requirements set out in these Rules.
10. Information that is considered confidential and has the status of a trade secret:
	1. Information related to the management of the Centre: the proceedings and minutes of the meetings of the Centre's Scientific Council, the decisions and orders of the Director of the Centre on management, commercial, organisational and other issues.
	2. Information relating to the Centre's employees: personal codes, salaries, social security numbers, health data, private telephone numbers, home addresses, personal email, nationality, bank account numbers, passwords, other individual information such as political activities, sexual orientation, religious beliefs, etc.
	3. Information on the Centre's activities:
		1. The technologies, materials, work processes, organisation and processes used in the Centre's activities.
		2. Fees for services provided by the Centre before they are officially approved, methods of calculating the fees, cost of goods and services, special discounts, payment methods.
		3. Knowledge of the Centre's working methods and service delivery, designs, diagrams, drawings, layouts.
		4. Knowledge of ongoing and anticipated negotiations with customers, suppliers and business partners, and the information obtained, progress and results of those negotiations.
		5. Knowledge of the terms and conditions of the Centre's projects or proposals to clients and suppliers.
		6. Knowledge of the Centre's intentions to procure goods, services and works, plans to participate in tenders and auctions, and bids for tenders.
		7. Materials and minutes of procurement panels at the Centre, tenders to be submitted during procurement, confidential aspects of tenders.
		8. Knowledge of the Centre's partners, suppliers, customers, their details and commercial relations.
		9. Knowledge of the Centre's contracts and transactions: terms and conditions, obligations of the parties, knowledge of the performance of contracts and transactions.
		10. Advertising strategy.
		11. Data on patent and licensing agreements.
		12. Data on the security organisation, alarm system, codes, etc. of the Centre's protected facilities.
		13. The content and material of training courses, seminars and workshops organised and/or being organised by the Centre.
		14. Development and marketing plans, strategic, investment and research development projects.
		15. Existing and planned economic, financial or commercial indicators of the Centre's activities which have not been made public with the consent of the Director of the Centre or the Government of the Republic of Lithuania.
		16. Documents relating to the Centre's investments and investments in the Centre, investment projects and plans, their justification and implementation.
	4. Information on the Centre's finances:
		1. Data on the Centre's financial situation.
		2. Banking, other financial transactions, data on foreign currency transactions.
		3. Balances on current accounts.
		4. Information on revenue and income levels.
		5. Knowledge of the Centre's short- and long-term liabilities, planned and available loans.
	5. Information relating to the Centre's information systems: information technologies used, computer networks, software and database structure, passwords, codes and the system for assigning them, coding algorithms for computer information networks, sources and nature of information.
	6. Any other technical and financial information on the activities of the Centre, except for the information that is publicly available and information and data of this nature that must be provided to the public authorities, management, law enforcement or other bodies in accordance with the procedure established by the legislation of the Republic of Lithuania.
	7. Any information about the objects being tested, the methodologies used in the laboratories.
	8. Any other information designated as confidential in the Centre's internal documents or by the Director of the Centre or his/her designee.
	9. Any information that has been openly provided or disclosed to an employee and/or other third party with the indication that such information is to be treated and kept confidential.
11. Other documents and data may also be considered as confidential and commercially secret for a period of time to be determined by the Director of the Centre.
12. **PROTECTION OF INFORMATION AND RESPECT FOR CONFIDENTIALITY**
13. Information may be preserved and stored in documents, magnetic, film or photographic tapes, photographs, computer disks, floppy disks, memory sticks, memory cards, other information media, drawings, blueprints, diagrams and any other means of collecting (storing) information (data). Confidential information may also be oral, i.e. existing in human memory and not stored (expressed) in any material form.
14. The obligations of employees and/or other third parties set out in these Rules shall not apply to Information which:
	1. is and/or has lawfully become public knowledge and freely available.
	2. shall be disclosed to a third party with the prior written consent of the Director of the Centre or his/her authorised representative.
	3. shall be disclosed pursuant to a lawful order of a court or other public authority.
15. The Centre's employees and other third parties are obliged to use the Information on the basis of the principle of confidentiality.
16. In order to respect the principle of confidentiality, a person must:
	1. Sign the Confidentiality Undertaking (Annex 1).
	2. Not to disclose the data contained in the Information to third parties, except as provided by law.
	3. Not to use the data contained in the Information for personal and/or third party interests.
	4. Ensure the security of all documents containing data constituting the Information and not to make copies of such documents, except as necessary for the performance of their statutory duties and functions.
	5. Take all reasonable steps to prevent disclosure of the Information.
17. All the staff working under contracts of employment and services (or under other similar contracts) must sign a confidentiality undertaking.
18. The exchange, disclosure or request for Information must ensure that the Information reaches the recipient in a secure manner.
19. In all unforeseen cases where there is a potential threat of breach of confidentiality and disclosure of Information, the staff member shall inform the Head of Unit or the management of the Centre, together with measures to address such threat.
20. The confidentiality requirements shall not apply to the transfer of information to a person to whom the performance of duties related to this information has been delegated, as well as in other cases established by the legislation of the Republic of Lithuania.
21. Employees and other persons of the Centre are required to report to their supervisor or to the management of the Centre any suspicious behaviour or situation of Centre employees or third parties that may pose a threat to the security of the Information.
22. **DISCLOSURE OF INFORMATION**
23. The disclosure of information shall be subject to a written decision (order) of the Director of the Centre.
24. A person requesting disclosure of data constituting Information, as referred to in paragraph 24 of these Rules, shall submit a request detailing the data constituting Information that he or she wishes to receive, the reasons for disclosure and the purposes for which it will be used.
25. The request shall be examined and the compliance of the possible disclosure of the Information with the requirements of these Rules shall be verified by a committee established by order of the Director of the Centre.
26. When proposing a decision on disclosure of Information, strucutral units must ensure that:
	1. The entity referred to in paragraph 24 of these Rules will only receive the information necessary to fulfil the purpose of the request, which it is entitled to receive.
	2. The information transmitted will reach the specific recipient in a suitable manner that ensures its security.
27. Following the decision of the Director of the Centre, the applicant shall be provided with the Information or sent a notice stating that the Centre has decided not to disclose the requested information and the reasons for this decision.
28. The Centre must disclose the data constituting the Information to:
	1. Supervisory authorities.
	2. Other competent authorities specified by law.
29. Before disclosing Information to third parties in accordance with the requirements of these Rules, a person must inform such persons that the Information is confidential and may be used only for the purposes of its transmission and require that all necessary measures be taken to protect the Information.
30. **FINAL PROVISIONS**
31. All employees and service providers of the Centre shall no later than 10 working days after the entry into force of these Rules or prior to the commencement of their duties be made aware of these Rules by signing and submitting a Confidentiality Undertaking (Annex 1) to the Centre's Law and Human Resources Department. The confidentiality undertaking shall be kept in the staff member's personal file or become an integral part of the relevant contract.
32. Any person who fails to observe the principle of confidentiality and/or violates the requirements of these Rules shall be liable for the damage caused to the Centre and to third parties in accordance with the procedure established by the legislation of the Republic of Lithuania.
33. If it is found that a person has failed to comply with the principle of confidentiality, in addition to other sanctions provided for in the legislation of the Republic of Lithuania, a decision may be taken to impose a disciplinary penalty or to refuse to provide the person with services.
34. Termination of employment or a contract for the provision of services (or any other contract of a similar nature) does not release a person from liability for disclosure of the Information.

Annex 1 to

The Rules for the Identification and Use of Confidential and Commercially Secret Information and for Maintaining Confidentiality

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(Name, surname, position or company represented)

To Director of State Research Institute

Nature Research Centre

**CONFIDENTIALITY UNDERTAKING**

**\_\_\_\_\_\_\_\_\_\_\_\_\_**

(date)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(location)

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(name, surname, position)

1. Acknowledge that in the course of my employment and any other duties that I may be required to perform under employment, service or other contract of a similar nature or under the direction of management, I may receive and will receive information about certain confidential matters concerning the activities of the State Research Institute Natural Research Centre (hereinafter referred to as "the Centre") and information that is the exclusive property of the Centre.
2. Promise:
	1. To protect the data constituting the Centre's confidential and commercially secret information (hereinafter referred to as "Information") which has become or will become known to me and not to disclose such Information to third parties neither during the term of the contract of employment, provision of services or any other contract of a similar nature, nor after the end of the contract for any reason whatsoever, except in the following cases:
		1. The Information may be disclosed to employees who in the course of their work have a right of access to the Information.
		2. Written authorisation is obtained from the Director of the Centre.
		3. This is required by the legislation of the Republic of Lithuania.
	2. To protect the Information and take appropriate measures to prevent access to and disclosure of the Information to third parties.
	3. To use the Information solely in the interests of the Centre.
	4. Not to copy, photograph or otherwise reproduce, duplicate, alter or use the information for personalisation purposes or for the benefit of your family, relatives or third parties without the express prior written consent of the Centre's Director.
	5. To comply with the provisions of the Centre's Rules for the Identification and Use of Confidential and Commercially Secret Information and for Maintaining Confidentiality (hereinafter referred to as the "Rules").
	6. To keep the documents entrusted to me containing the data constituting the Information in such a way that third parties do not have access to and/or use them.
3. I confirm that:
	1. I have been informed that the Centre's Information consists of all the information defined in the Rules, which I have read and signed.
	2. I am aware of and undertake to comply with other internal and other legal acts of the Centre governing the protection of Information.
	3. I am warned that in case of violation of this promise, I will have to compensate the Centre and third parties for the damage caused in accordance with the procedure established by the legislation of the Republic of Lithuania and that the disclosure of the Information may expose me to the liability provided for in the Centre's internal documents and the legislation of the Republic of Lithuania.

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 (signature) (name, surname)