

## **Intellectual Property Assignment Agreement** (draft)

Riga, see the date on the time stamp of the document signature

**Riga Technical University**, registration number 90000068977, registered address: Kaļķu Street 1, Riga, LV-1658, Latvia (hereinafter – RTU), represented by its Rector Leonids Ribickis, who acts pursuant to RTU Constitution, as the party of the first part, and “\_\_\_\_\_”, registration number \_\_\_\_\_, registered address: \_\_\_\_\_ (hereinafter – the Assignee), represented by its \_\_\_\_\_, who acts pursuant to Statutes, as the party of the second part, collectively hereinafter referred to as – the Parties, agree as follows (hereinafter – the Agreement):

### **1. Subject of the Agreement**

- 1.1. RTU hereby assigns and transfers to the Assignee all its right, title, and interest in and to the international patent application No PCT/IB2020/053528 “A Printer Head Assembly for a Pultrusion-Type 3D Printer” and related know-how “Finalised Additive Manufacturing Process by Deploying Hybrid PP/GF Yarn as Fusion Fabrication Filament in a Printing Head Described in PCT/IB2020/053528” (hereinafter – Intellectual Property), which assignment and transfer is hereby accepted by the Assignee.
- 1.2. According to Section 14 of the Copyright Law, the moral rights of Intellectual Property authors belong to the authors who have developed the Intellectual Property. RTU undertakes to ensure that the moral rights of authors will not be exercised in a manner that could interfere with or restrict the use of the Intellectual Property in accordance with the Assignee’s needs (including, the Assignee or its designated third parties may make any changes, modifications, additions, etc. without the separate permission from the authors).
- 1.3. RTU shall retain the right to use the Intellectual Property for performing research.

### **2. Payment procedure and transfer of ownership**

- 2.1. The Assignee shall pay RTU the remuneration for the Intellectual Property (hereinafter – Assignment fee) within the following terms and in the following amount:
  - 2.1.1. \_\_\_\_\_,00 EUR (\_\_\_\_\_ Euro, 00 cents) excluding VAT shall be paid within 1 (one) month from the Agreement taking effect;
  - 2.1.2. \_\_\_\_\_,00 EUR (\_\_\_\_\_ Euro, 00 cents) excluding VAT shall be paid until 1 September 2022.
- 2.2. All payments prescribed by the Agreement are taxable with value added tax. The Assignee shall pay the value added tax in accordance with the procedures and in the amount specified in regulatory enactments.
- 2.3. The Assignee shall make the Assignment Fee stipulated by Article 2.1 in accordance with the invoice prepared by RTU, which RTU shall send electronically to the Assignee’s e-mail address provided in Article 2.10. The Parties have agreed that the invoice will be prepared electronically and is valid without signature.

- 2.4. The Assignee shall pay the Assignment Fee by transferring it in accordance with the invoice issued by RTU to the RTU account indicated in the invoice within 20 (twenty) working days from the moment of receipt of the invoice.
- 2.5. If the Assignee delays the payment deadline the Assignee shall pay RTU a late payment fee of 0.5 (zero point five) % of the delayed payment amount per each day of the delay, but not exceeding 10 (ten) % of the total delayed payment amount.
- 2.6. Within 5 (five) working days after the payment referred to Article 2.1.1. has been received in RTU account, the RTU shall provide the Assignee with electronic access to the know-how “Finalised Additive Manufacturing Process by Deploying Hybrid PP/GF Yarn as Fusion Fabrication Filament in a Printing Head Described in PCT/IB2020/053528” (hereinafter – Know-how), for which a Transfer and Acceptance Deed (Annex 1) is signed, which is an integral part of this Agreement. By signing the Transfer and Acceptance Deed, the Know-how is considered to be a trade secret of the Assignee and RTU shall protect it accordingly. The trade secret status is terminated if the Agreement is terminated.
- 2.7. All property rights to the Intellectual Property shall be transferred from RTU to the Assignee from the moment the entire Assignment fee referred to in Article 2.1. of the Agreement is credited to the RTU account. RTU and the Assignee shall sign the deed of assignment of intellectual property rights, which is an integral part of the Agreement (Annex 2).
- 2.8. Starting from the moment the ownership of the Intellectual Property has been transferred from RTU to the Assignee, RTU waives any right of claim and undertakes not to make any economic or other claims or claims against the Assignee or its successors in this connection.
- 2.9. Authorised representative of RTU during the Agreement validity period is Lita Lazdiņa, Project Manager of the Innovation and Technology Transfer Center, tel. no. +371 29119516, e-mail: [lita.lazdina@rtu.lv](mailto:lita.lazdina@rtu.lv).
- 2.10. Authorised representative of the Assignee during the Agreement validity period is \_\_\_\_\_, tel. \_\_\_\_\_, \_\_\_\_\_.

### **3. Trade secret**

- 3.1. Pursuant to Article 2.6. of the Agreement the Know-how description transferred to the Assignee is deemed to be confidential (hereinafter – the Trade Secret).
- 3.2. The Parties shall keep and protect the Trade Secret and shall observe reasonable preconditions for storing the information.
- 3.3. RTU has the right to refer to the Intellectual Property and publish related information in scientific publications, informing the Assignee in advance.
- 3.4. RTU has the right to inform the public about this Agreement, the fact, content and purpose of its conclusion, without prior coordination of the content of the publication with the Assignee.
- 3.5. The fact of the transfer of the Trade Secret and other relevant information to the Assignee shall be confirmed by the Transfer and Acceptance Deed signed by the Parties.

### **4. Other provisions**

- 4.1. The Agreement takes effect when signed by both Parties.
- 4.2. Any amendments, corrections or supplements to the Agreement shall take effect when made in writing and signed by both Parties, having form an integral part thereof.
- 4.3. RTU may terminate the Agreement unilaterally if the Assignee has not made the payment within the term specified in the Article 2.1. of the Agreement. In this case the Assignee

shall immediately terminate any usage of the Intellectual Property and return to RTU the entire information received from it in any form and shall destroy or delete all duplicates or copies of information stored in paper or electronic or any other form with no delay, but not later than within 7 (seven) days.

4.4. Disputes arising between the Parties during the Agreement validity period shall be resolved through negotiations. In the event no agreement is reached within 30 (thirty) calendar days during the negotiation process, disputes shall be finally resolved by the court of the general jurisdiction of the Republic of Latvia in accordance with the valid regulatory enactments of the Republic of Latvia.

4.5. The Agreement is made on 3 (three) pages in English. The Parties sign the Agreement with a secure electronic signature containing a time stamp. The date of signature of the Agreement shall be the date of the final secure electronic signature and the time stamp attached. A mutually signed Agreement in electronic form is available to each Party.

### 5. Details and Signatures of the Parties

**Riga Technical University**

Riga Technical University

1 Kaļķu Street 1, Riga, LV-1658

VAT Reg. No. LV90000068977

Bank: Valsts kase

Account No. LV44TREL915017616700B

**Assignee**

“ \_\_\_\_\_ ”

Address:

Reg.No.

Bank:

Account No.

Rector

Leonīds Ribickis

\_\_\_\_\_ / \_\_\_\_\_ /

THIS DOCUMENT IS SIGNED WITH A SECURE ELECTRONIC SIGNATURE AND  
CONTAINS A TIME STAMP

### Transfer and Acceptance Deed

Riga, see the date on the time stamp of the document signature

**Riga Technical University**, registration number 90000068977, registered address: Kaļķu Street 1, Riga, LV-1658, Latvia (hereinafter “RTU”), which according to the article 2.9. of the Intellectual Property Assignment Agreement No. \_\_\_\_\_ dated on \_\_\_\_\_ 2022 between RTU and \_\_\_\_\_ (hereinafter “Agreement”) is represented by Lita Lazdiņa, on the one side and “\_\_\_\_\_”, registration number \_\_\_\_\_, registered address: \_\_\_\_\_ (hereinafter – the Assignee) which according to the article 2.10. of the Agreement is represented by \_\_\_\_\_, on the other side, RTU and Assignee are together referred to as the "Parties", on the basis of the Agreement, conclude this Transfer and Acceptance Deed for the following:

- RTU transfers and the Assignee accepts the description of know-how “Finalised Additive Manufacturing Process by Deploying Hybrid PP/GF Yarn as Fusion Fabrication Filament in a Printing Head Described in PCT/IB2020/053528” (hereinafter – Know-how) which is an integral part of this Transfer and Acceptance Deed.
- RTU has sent the description of the Know-how to the email address of Assignee’s authorized representative specified in the Article 2.10 of the Agreement and has received confirmation from the Assignee's representative of receiving the description of the Know-how.
- Transfer and Acceptance Deed is made on 1 (one) page. A mutually signed Transfer and Acceptance Deed in electronic form is available to each Party.

**Riga Technical University**  
Riga Technical University  
1 Kaļķu Street 1, Riga, LV-1658  
VAT Reg. No. LV90000068977  
Bank: Valsts kase  
Account No. LV44TREL915017616700B

**Assignee**  
“\_\_\_\_\_”  
Address:  
Reg.No.  
Bank:  
Account No.

Lita Lazdiņa

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

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### Deed of Assignment of Intellectual Property Rights

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**Riga Technical University**, registration number 90000068977, registered address: Kaļķu Street 1, Riga, LV-1658, Latvia (hereinafter – RTU), represented by its Rector Leonīds Ribickis, who acts pursuant to RTU Constitution, as the party of the first part, and “\_\_\_\_\_”, registration number \_\_\_\_\_, registered address: \_\_\_\_\_ (hereinafter – the Assignee), represented by its \_\_\_\_\_, who acts pursuant to Statutes, as the party of the second part, collectively hereinafter referred to as – the Parties, conclude this Deed of Assignment of Intellectual Property Rights for the following:

- From the moment of signing this Deed of Assignment of Intellectual Property Rights, all property rights to international patent application No PCT/IB2020/053528 “A Printer Head Assembly for a Pultrusion-Type 3D Printer” and the related know-how “Finalised Additive Manufacturing Process by Deploying Hybrid PP/GF Yarn as Fusion Fabrication Filament in a Printing Head Described in PCT/IB2020/053528” from RTU are fully transferred to the Assignee.
- Deed of Assignment of Intellectual Property Rights is made on 1 (one) page. A mutually signed Deed of Assignment of Intellectual Property Rights in electronic form is available to each Party.

**Riga Technical University**  
Riga Technical University  
1 Kaļķu Street 1, Riga, LV-1658  
VAT Reg. No. LV90000068977  
Bank: Valsts kase  
Account No. LV44TREL915017616700B

**Assignee**  
“\_\_\_\_\_”  
Address:  
Reg.No.  
Bank:  
Account No.

Rector  
Leonīds Ribickis

\_\_\_\_\_/\_\_\_\_\_/

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CONTAINS A TIME STAMP