**Agreement of MikroTik Academy**

**No \_\_\_\_\_\_\_\_JD**

**Riga,** **Latvia**

\_\_.\_\_\_.2019.

This Agreement is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **2019** between "Mikrotīkls" SIA, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting in accordance with the Company’s statute (hereinafter – MikroTik) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting in accordance with the national education law (hereinafter – University),

**Definitions:**

**University** is an educational institution which has all the necessary education and professional certifications specified in the national education law, or, in other laws regulating education, and which participates in the implementation of educational programmes and grants academic degrees in variety of subjects.

**MikroTik** (original – "Mikrotīkls" SIA, registered and established 14.03.1996. in Latvia, reg. No. 40003286799) is a legal person who, together with **University**, wishes to enter into this agreement to establish MikroTik educational programme – classes in field of MikroTik networking technologies.

**MikroTik Appointed Coordinator** is a person who is certified as a MikroTik trainer and is listed at MikroTik official website http://www.mikrotik.com/training/ as the official coordinator for particular country.

**MikroTik Academy Trainer** is a lecturer at the University. MikroTik Academy Trainer is approved by MikroTik and MikroTik Appointed Coordinator, and has following MikroTik certifications – MTCNA, at least one of MikroTik Engineer level certificates (MTCRE, MTCWE, MTCTCE, MTCUME, MTCIPv6E or MTCINE) and a MikroTik Academy Trainer certificate.

**MikroTik Educational Class** is general data networking, or, specific MikroTik educational program covering MikroTik Certification Outline, meant for different educational institutions which have entered into an agreement with MikroTik. MikroTik Educational Classes are meant only for University Students interested in learning routing and managing of wired and wireless networks using MikroTik RouterOS.

**University Student** is a student who has registered for any of academic programs of University at the time he is signing up for the MikroTik Educational Class.

**Obligations of parties:**

1. University provides professional guidance – provision of information regarding the opportunity to acquire MikroTik Educational Class in compliance with the interests and abilities of the students.
2. University together with MikroTik Academy Trainer creates MikroTik Educational Class using their best knowledge and MikroTik support.
3. University provides students with equipped space, lab, appropriate Internet access, MikroTik Academy Trainer at University's own expense and with MikroTik equipment for MikroTik Educational Class cooperating with MikroTik Appointed Coordinator.
4. University undertakes to launch MikroTik Educational Class within 6 (six) months from the date of mutual signature of this Agreement. If MikroTik Educational Class is not initiated within term set forth herein University will receive written notification from MikroTik on its duty immediately organize and start MikroTik Educational Class. If MikroTik Educational Class is not organized within 3 (three) months from the date when notification to University was issued, University must immediately return all received MikroTik equipment and/or educational materials to MikroTik, if such equipment and/or materials were supplied to University for MikroTik educational program.
5. University undertakes to publish on its webpage for University's students all relevant information on MikroTik educational program and MikroTik Educational Classes.
6. University cooperating with MikroTik Appointed Coordinator ensures that MikroTik Educational Classes have educational purpose and are attended only by University Students. University acknowledge that MikroTik Appointed Coordinator supervises the handling of MikroTik Educational Classes in University and may report to MikroTik about any violations or suspected breaches of this Agreement. University must provide MikroTik Appointed Coordinator upon his request with all necessary information which relates to MikroTik Educational Classes.
7. MikroTik provides University, MikroTik Appointed Coordinator and MikroTik Academy Trainer with necessary support and information considering the organization of MikroTik Educational Classes.
8. University and MikroTik Academy Trainer shall ensure that MikroTik Educational Classes are conducted and MikroTik Certified Network Associate (MTCNA) certification tests are held in the class (equipped space, lab etc.) at the presence of the University Students who want to participate in the MikroTik Educational Class or participate in the MikroTIK Certification test under the direct supervision of the MikroTik Academy Trainer. Remote training sessions (MikroTik Educational Classes) and MikroTik (MTCNA) certification exams are not allowed and are violation of the University's and MikroTik Academy Trainer's obligations under this Agreement.
9. When MikroTik Educational Class comes to an end, University holds MikroTik Certified Network Associate (MTCNA) certification test for University Students who have attended the MikroTik Educational Class. Certification test is provided by MikroTik through *https://www.mikrotik.com*webpage. It is activated for University students through MikroTik Academy Trainer's profile.
10. University together with MikroTik ensures that MikroTik Academy Trainer may alter, edit, or revise any copy of MikroTik Training Materials without the prior written approval of MikroTik, however, each revision must include MikroTik as author's name and credits as originally provided by MikroTik, and must display the following notice in clearlyreadable print on the first page of each copy and each page:“© MikroTik, *www.mikrotik.com*. All rights reserved. Reprinted with permission.”
11. **Privacy and Data Protection**:for the purposes of this Article, “Personal Information” means any information provided or collected by Parties in connection with this Agreement (i) that identifies or can be used to identify, contact, or locate the person to whom such information pertains, or (ii) from which identification or contact information of an individual person can be derived. Personal Information includes, but is not limited to: name, address, photo, phone number, fax number, email address, issued identifier, and credit card information. Additionally, to the extent any other information (such as, but not necessarily limited to, a personal profile, unique identifier, and/or IP address) is associated or combined with Personal Information, then such information also will be considered Personal Information. Processing means any operation carried out with Personal Information (incl. collection, recording, storing, alteration, grant of access to, making enquiries, transfer, etc.).

Any Personal Information processed by the Parties in the performance of this Agreement shall be limited to that which is strictly necessary to fulfil this Agreement or/and any legal requirements set in *REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL* *of 27 April 2016* on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, hereinafter – General Data Protection Regulation.

1. University and/or MikroTik Academy Trainer should bear the full responsibility of ensuring that Personal Information processed in order to organize and conduct training sessions (MikroTik Educational Class) and MikroTik certification exams fully complies with the rules of General Data Protection Regulation. University and/or MikroTik Academy Trainer bears sole responsibility for the accuracy and topicality of the Personal Information submitted by them in the MikroTik’s website: [*www.mikrotik.com*](http://www.mikrotik.com/) (e.g., in the MikroTik Academy Trainer's profile). University and/or MikroTik Academy Trainer only keeps the data for the time necessary to fulfil the purpose of collection or further processing (e.g., when required by the law and/or is necessary to ensure MikroTik legitimate interests).
2. University and/or MikroTik Academy Trainer must implement necessary measures to ensure the security of Personal Information and to prevent unauthorized access and/or data disclosure to third parties. University and/or MikroTik Academy Trainermust ensure that any information, e.g., about training classes is communicated (e.g., send to the e-mails of students) only if proper legal ground for processing of personal data provided by the Regulation exist with regard each recipient of such information.

University and/or MikroTik Academy Trainer is aware that procession of specific Personal Information under this Agreement can be required by the MikroTik (e.g., such as photo of University Students) in order to protect the legitimate interests of MikroTik and/or when it is necessary for the performance of the obligations of Parties under this Agreement.

1. University shall indemnify, defend and hold MikroTik harmless from and against all losses, costs and expenses, incurred by University or MikroTik Academy Trainer as a result of or in connection with claims for copyright, patent infringements, bodily injury, property damage asserted against MikroTik by third parties, provided and to the extent such claims are caused by the negligent acts or omissions committed by University or MikroTik Academy Trainer in the course of its performance of its obligations under this Agreement.
2. MikroTik, at its own discretion, according to MikroTik internal policies and procedures has rights to define the scope of participants in the MikroTik Academy program. University is aware that MikroTik conducting its business and relationships with University should observe and respect the sanctions imposed by European Union (EU), United Nations (UN) and USA (e.g., The Office of Foreign Assets Control of United States of America (OFAC)) and set by binding laws and/or recommendations on export control and economic sanctions, restrictions. By signing this Agreement University acknowledges that it and its affiliated institutions and/or persons (including Mikrotik Academy Trainers) and/or entities, will not directly or indirectly make available the goods, provide services or technical assistance to any destination, any physical or legal entity or to the persons prohibited or restricted under binding EU, UN and/or USA (e.g. OFAC) export control regulation and imposed sanctions, restrictive measures without preliminary permission of the authorized agencies, required by the regulation. If University fails to fulfil requirements set in this Agreement, MikroTik has rights to refuse establish relationship or terminate without any compensation relationship with immediate effect by informing University.
3. University is aware that MikroTik conducts its business in compliance not only with sanction laws but also the binding laws and/or recommendations on the Prevention of Laundering the Proceeds from Criminal Activity (Money Laundering) and of Terrorist Financing (AML process) and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws and/or recommendations. Considering above mentioned MikroTik has rights to request from University information (including but not limited to documents) in order to perform surveillance of University and/or persons or entities related to it, to check compliance with AML under internal procedures established by MikroTik and University shall provide the requested information in the form and within the time period indicated by the MikroTik otherwise MikroTik has rights to refuse establish relationship or terminate without any compensation relationship with immediate effect by informing University.

**Final provisions:**

1. This Agreement of MikroTik Academy shall be governed by the laws of Latvia and shall be construed and interpreted thereunder.
2. Any matters not covered in this Agreement of MikroTik Academy shall be mutually negotiated by all parties and be set forth in the supplementary written agreements, which have the same legal effect as this Agreement.

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| **MikroTik**  "Mikrotīkls" SIA  Aizkraukles iela 23, Riga, Latvia  VAT: LV40003286799 | **University**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of University)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (registration Number or other identification number)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (address) |

\_\_\_\_\_\_\_\_\_\_: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (representative:title, signature, full name, surname)