

CONFIDENTIALITY AGREEMENT
between
THE ROBERT GORDON UNIVERSITY
and
SAMARA STATE TECHNICAL UNIVERSITY

CONFIDENTIALITY AGREEMENT

between

THE ROBERT GORDON UNIVERSITY a body corporate incorporated under The Robert Gordon University (Establishment) (Scotland) Order 2006, a Scottish Charity (Charity Number SCO13781) and having its principal administrative office at Garthdee House, Garthdee Road, Aberdeen, AB10 7QB (the "University")

and

SAMARA STATE TECHNICAL UNIVERSITY, a university having its registered office at 244, Molodogvardeyskaya Street, SAMARA, 443100, Russian Federation (hereinafter sometimes referred to as "Samara State Technical University")

hereinafter referred to as "the Parties" and each of them being "a Party")

BACKGROUND

- (A) The University's academics from the School of Computing Science & Digital Media and Samara State Technical University are willing to disclose certain Confidential Information (as hereinafter defined) for the purposes of discussing and developing a dual award in Data Science Technologies (the "Purpose");
- (B) The Parties wish to protect such Confidential Information and accordingly have agreed to the terms and conditions of protection contained in this agreement (the "Agreement").

TERMS AND CONDITIONS

It is hereby agreed as follows:

1. In this Agreement "Confidential Information" shall mean any information (including samples, materials, drawings, specifications, photographs, designs, computer code, computer programs, software, data, formulae, processes, know-how, any technical or commercial information), reports, papers, correspondence or documents which is disclosed by or on behalf of one Party to the other, or to any of such other's employees, directors, officers, advisors or representatives, in whatever form, (including written, oral, visual or electronic), and which is, or which should reasonably be expected to be, of a confidential nature.
2. The Party receiving or acquiring Confidential Information (the "Receiving Party") from the other Party (the "Disclosing Party") undertakes for so long as such Confidential Information remains confidential in character:
 - 2.1. to keep all such Confidential Information confidential, and to take all reasonable steps to ensure that copies of the Confidential Information made by or on behalf of the Receiving Party are protected against theft or other unauthorised access;

- 2.2. not to communicate or otherwise make available any such Confidential Information to any third party except with specific prior written consent from the Disclosing Party;
 - 2.3. to disclose Confidential Information only to such employees, directors, officers, advisors or representatives of the Receiving Party who have a specific need to receive such Confidential Information for the Purpose, and who are aware and have accepted that the Confidential Information is, and should be treated as, of a confidential nature; and
 - 2.4. not to use, or allow to be used, Confidential Information other than solely for or in relation to the Purpose, unless (and then only to the extent to which) any other use shall have been specifically authorised in writing by the Disclosing Party.
3. The obligations in Clause 2 shall not apply, or shall cease to apply, to such Confidential Information as the Receiving Party can show to the reasonable satisfaction of the Disclosing Party:
 - 3.1. has become public knowledge other than through any fault of the Receiving Party;
 - 3.2. was already known to the Receiving Party prior to disclosure by the Disclosing Party;
 - 3.3. was independently developed by the Receiving Party without recourse to or use of any Confidential Information;
 - 3.4. has been received by the Receiving Party from a third party who did not acquire it in confidence from the Disclosing Party, or someone owing a duty of confidence to the Disclosing Party; or
 - 3.5. the Receiving Party is required to disclose by law or by a requirement of a regulatory body.
4. The Receiving Party may make only such copies of Confidential Information as are strictly necessary for the Purpose, and must ensure that all such copies are clearly marked as confidential, and can be clearly separated from the Receiving Party's own information. Any copy so made shall also constitute Confidential Information. The Receiving Party shall, upon the Disclosing Party's written request, return to the Disclosing Party all Confidential Information as is in tangible form (together with all copies thereof within its possession or control) or make such other disposal thereof as may be stipulated by the Disclosing Party.
5. Except as expressly provided, nothing in this Agreement nor the subsequent disclosure of Confidential Information pursuant to this Agreement shall be construed as granting or confirming any rights, licence or relationship between the Parties.
6. The rights and obligations of the Parties are personal and may not be assigned at any time without the prior written consent of the other Party which consent shall not be unreasonably withheld; provided that it shall be a requirement in all cases of assignation that the assignee undertakes to perform all outstanding

obligations of the assignor as though the assignee had been an original party hereto.

7. Notwithstanding the last date of signature hereof, the obligations of confidentiality in this Agreement shall apply to all Confidential Information disclosed by the Parties for the Purpose, from the first written date above and shall continue in full force and effect, notwithstanding termination of this Agreement, or the Parties entering into any subsequent agreement, for a period of five (5) years.
8. The Parties shall procure that in carrying out their obligations under this Agreement, they will comply with all applicable laws, regulations and statutes, including those relating to anti-bribery as detailed in the Bribery Act 2010 and other analogous legislation.
9. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
10. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.
11. This Agreement shall be governed and construed in accordance with Scots Law and the Parties agree to the jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF this Agreement is executed as follows and delivered for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 on the last date of signature:

for and on behalf of **THE ROBERT GORDON UNIVERSITY**

Signed: _____
Name: _____
Title: _____
Dated: _____



for and on behalf of **SAMARA STATE TECHNICAL UNIVERSITY**

Signed: _____
Name: Alexei A. Pimenov
Title: Deputy Rector of International Cooperation
Dated: 26 April 2019