

Non-Disclosure Agreement

THIS NON DISCLOSURE AGREEMENT (this "Agreement") is entered into and effective as of the date specified on the signature page below ("27-09-2016") between The Statistical Centre for the Cooperation Council for the Arab Countries of the Gulf (GCC-STAT) located in Building number 677, Exhibition Road, Seeb Heights, P.O Box: 840, Postal Code 113, Sultanate of Oman and **DEVSTAT**, Servicios de Consultoría Estadística, S.L.

Whereas, GCC-STAT wishes to explore the possibility of entering into a business relationship with Recipient which requires GCC-STAT to disclosure to Recipient certain Confidential Information as defined below.

Now therefore, in consideration of the rights and obligations contained herein, the parties agree as follows:

1. **Confidential Information:**

"Confidential Information" as used in this agreement shall mean information in any form, disclosed by GCC-STAT, which relates to its business. Confidential Information includes, but is not limited to, current and future statistical information, patents, trade secrets, research and development plans, services, business plans, financial data, contractual terms, documentation, records, studies, reports, know-how, test results, software, software source or object code, and any other information which reasonably ought to be considered to be Confidential Information.

2. **Exclusions:**

Confidential Information does not include any information which

- a) at the time of disclosure, is available to the general public;
- b) at a later date, becomes available to the general public through no fault of Recipient, and then only after such later date;
- c) Recipient can demonstrate was in its possession prior to receipt without any obligation of confidence;
- d) is disclosed to Recipient without restriction on disclosure by a third party who had the lawful right to disclose such information; or

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e) Recipient can demonstrate was independently developed by Recipient without use of any Confidential Information.

3. Protection Of Confidential Information:

Recipient agree that it shall treat Confidential Information with the same degree of care as it accords to its own Confidential Information of like kind, but in no event less than a reasonable degree of care. Recipient agree that it will not make use of, disseminate, or in any way disclosure any Confidential Information to any person, firm or business, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorized representatives of GCC-STAT, and any other purpose which GCC-STAT may hereafter authorize in writing. Recipient may disclose the Confidential Information pursuant to a valid Elementary Court or Court of Appeal or Supreme Court or Royal Oman Police order provided that GCC-STAT is given prompt notice of any such order and an opportunity to contest the order. Recipient agrees that it shall disclose Confidential Information only to those of its employees or consultants who have a legitimate business need to know such information and who have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those in this Agreement.

4. Return of Confidential Information:

All information furnished under this Agreement shall remain the property of GCC-STAT and shall be returned to it or destroyed or purged promptly at its request. All documents, memoranda, notes, and other tangible embodiments whatsoever prepared by Recipient based on or which includes Confidential Information shall be destroyed to the extent necessary to remove all such Confidential Information upon the disclosing party's request. All destruction under this paragraph 4 shall be certified in writing to the disclosing party by an authorized officer of Recipient.

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DevStat
Servicios de Consultoría Estadística, S.L.
ES 897421754
C/ Barón de Carcer, 26 1st floor
46001 Valencia, Spain



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5. **No License or Warranty:**

Except as expressly set forth in this Agreement, no license under any patents, copyright, mask rights or other proprietary rights is granted or conveyed by GCC-STAT's transmittal of Confidential Information or other information to Recipient under this Agreement. THE INFORMATION IS PROVIDED "AS IS" AND THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION, INCLUDING BUT NOT LIMITED TO A WARRANTY AGAINST INFRINGEMENT, ACURACY OR COMPLETENESS. Recipient will use all information received in a safe and prudent manner and is responsible for all risk or loss arising out of its use of such information. Recipient agrees that GCC-STAT shall have no liability resulting from the use of the Confidential Information or such other information.

6. **No Inducement or Commitment:**

Confidential Information provided to Recipient does not and is not intended to represent an inducement by GCC-STAT or a commitment by GCC-STAT to enter into any business relationship with Recipient or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.

7. **Effective date and Term:**

This Agreement shall be effective from the Effective Date specified below and shall continue for three (3) years following the return of all Confidential Information in accordance with paragraph 4 above when accompanied by a written notice of termination.

8. **Non-assignment:**

This Agreement may not be assigned, or otherwise transferred without prior written consent of GCC-STAT.

9. **Miscellaneous:**

This Agreement embodies the entire understanding between the parties respecting the matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between parties respecting the use and disclosure of

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Confidential Information. This agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. The failure of any party to require performance by another party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect. This Agreement has been negotiated by the parties and their respective attorneys, and the language of this Agreement shall not be construed for or against either party. The headings are not part of this Agreement. Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterparts and all of which together shall constitute one and the same instrument.

10. Governing Law:

The laws of Sultanate of Oman shall govern this Agreement, without regard to its conflict of law principles.

IN WITNESS WHEREOF each of the parties has caused the Agreement to be executed by its duly authorized representative.

Effective Date: 27-09-2016

GCC-Stat



By: Mr. Sabir Said Al Harbi

Print Name: Sabir Said Al Harbi

09/11/2016
Date: 27-09-2016



DEVSTAT, Servicios de Consultoría Estadística, S.L



By: Mr. Santiago Abril López de Medrano

Print Name: Santiago Abril López de Medrano

Date: 03-11-2016



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