



FORM (C): Bilateral agreement for confidentiality and non-disclosure of data and information

Bilateral Confidentiality and Non-Disclosure Agreement(NDA)

This agreement was drawn up and signed in Taiz, Republic of Yemen, on ... / ... / 202... between:

First party: The Al-Saeed Center for Scientific Research at Al-Saeed University, represented in signing this agreement by Professor Dr. Dean of the Center, whose official address is: Al-Saeed University, Taiz Republic of Yemen.

Second party: The company, a subsidiary of the HAS Group is represented in the signing by the company's CEO, and its official address is:.....

.....

They are referred to together as "the two parties" and individually as "the party".

Introduction

Given the desire of both parties to enter into a scientific, research, and consultative collaboration aimed at studying and developing the technical and operational processes and products of the second party, and given that this collaboration necessarily requires the second party to disclose data, documents, technical formulas, operational information, and production line specifications that are considered highly confidential and represent a competitive advantage and the exclusive right of the second party, the two parties have agreed to the following binding terms and conditions:

Article 1: Definition of confidential and protected information

Under this agreement, "confidential information" includes all data, information, technical financial, and operational reports, chemical formulas, product formulations, machine engineering specifications, software codes, trade secrets, and any other information provided by the second party to the first party or its research team, whether disclosed in writing, orally, or electronically, and whether or not it is clearly classified as "confidential".

Article 2: Obligations of the First Party and its Academic Representatives

The first party is absolutely and legally obligated to the following:

1. The confidential information disclosed by the second party shall be used exclusively and absolutely for the purpose of carrying out the agreed study and consulting service, and shall not be used in any other business or research activities outside of this scope.
2. The utmost professional and reasonable security care shall be taken to prevent the leakage of confidential information to third parties, and all physical documents and digital files pertaining to the project shall be stored on secure servers and locations that prevent unauthorized access.
3. The right to access and circulate confidential information within Al-Saeed University is restricted to the direct research team assigned to the project only, with the principal investigator, his academic team, and postgraduate students required to sign binding personal confidentiality declarations before any data is handed over to them.
4. The confidential information received must not be used to register any patents or intellectual property rights in the name of the researchers or the university individually without the prior written consent of the second party.
5. No scientific reports, master's theses, or research papers derived from joint research shall be published in any scientific journals or conferences except after reviewing the full text and obtaining explicit written and signed approval from the executive director of the second party.

Article 3: Exceptions to Confidentiality

The confidentiality obligations contained in this agreement do not include any information that the first party can definitively prove to be:

- It was publicly known or published in available scientific literature prior to the date of disclosure by the second party.
- It became public and available to the public after the disclosure date without any error, negligence or breach by the first party or its research team.
- It was received legally and legitimately from a third party who has the full right to disclose it and is not bound by a confidentiality agreement with the second party.

Article 4: Duration of the Agreement and its Obligations

This agreement shall remain in force and binding on both parties throughout the period of implementation of the research and consulting cooperation. The obligations regarding confidentiality and non-disclosure of data shall remain in force, continuous and legally binding on the first party and its researchers for a period of no less than (5) years from the date of termination of the research cooperation or delivery of the final

technical reports, regardless of the reason for termination of the project or dissolution of the existing partnership.

Article 5: Return of confidential materials and data

The first party undertakes to return all documents, samples, physical files and electronic copies containing confidential information received from the second party immediately upon completion of the project or upon the first written request from the second party, while destroying all notes and technical drafts containing such secrets and permanently deleting them from the computers.

Article 6: Applicable Law and Dispute Resolution

This agreement shall be governed by and construed in accordance with the regulations, legislation, and laws in force in the Republic of Yemen. In the event of any dispute arising from the interpretation or application of this agreement, it shall be resolved amicably through negotiation between the senior management of both parties. If an amicable resolution proves impossible, the dispute shall be referred to the competent commercial courts in Taiz for adjudication in accordance with the provisions of Yemeni commercial law.

In witness whereof, the two authorized parties have signed this agreement in two original copies, each party holding a copy to act in accordance with its legal and technical provisions.

Signature and approval of the first party (the center): Signature and approval of the second party (the company):

the name: the name:

the signature: the signature:

The official seal of the center:

The company's official seal: