



**FRAMEWORK ACADEMIC COLLABORATION AGREEMENT №100018/07668C**

**Qatar Foundation for Education, Science and Community Development**, a private institution for public benefit enacted under Qatar Law 21 of 2006, represented by Vice Chairperson and Chief Executive Officer H.E. Sheikha Hind bint Hamad Al-Thani, acting on the basis of the Charter,

Hereafter referred to as «Qatar Foundation»

On the first hand,

**And**

**Rosneft Oil Company**, a public joint stock company engaged in the oil and gas industry headquartered at 26/1, Sofiyskaya Embankment, 117997, Moscow, Russian Federation represented by Chief Executive Officer Igor Ivanovich Sechin, acting on the basis of the Charter,

Hereafter referred to as «the Company» or «Rosneft»

On the second hand,

**And,**

**HEC Paris** (“HEC Paris”), an Etablissement d’Enseignement Supérieur Consulaire with a share capital of EUR 60 451 500, registered at the Paris Register of Businesses and Companies under number 817 759 186, headquartered at 8 avenue de la Porte de Champerret, 75017 Paris (France), represented by Mr. Peter TODD, Dean, for its permanent establishment HEC Paris in Qatar, located in Tornado Tower, West Bay area, PO Box 5825, Doha, QATAR

Hereafter referred to as “HEC Paris in Qatar”

On the third hand

**And,**

**Federal State Budgetary Educational Institution of Higher Education «Saint-Petersburg State University»** (Saint-Petersburg State University), represented by University Rector Nikolay Mikhailovich Kropachev, acting on the basis of the Charter,

Hereafter referred to as «Saint-Petersburg State University»

On the fourth hand

Hereafter individually referred to as the “Party” and collectively as the “Parties”.

**Preamble**

A. Qatar Foundation is a private non-profit foundation which supports training activities and knowledge development in Qatar in particular through its partnership with HEC Paris in Qatar in the area of executive education.

B. Rosneft is the leader of Russia’s petroleum industry and the world’s largest publicly



traded petroleum company. One of the Company's principal assets is highly professional staff, motivated to work efficiently in today's complex realities. It considers education in partnership with Russian and foreign higher education schools as a key factor for successful professional activities and teamwork.

- C. HEC Paris is a leading academic institution in Europe specializing in high-quality executive education and is in partnership with Qatar Foundation to offer a complete portfolio of management programs, all taught in English aiming at building corporate competitiveness within the global economy, through HEC Paris in Qatar.
- D. Saint-Petersburg State University is a leading educational institution of higher education in Russia committed to advancing science and training highly qualified professionals.
- E. Based on mutual common interest and willingness to develop executive education activities and according to the Agreement on cooperation between the Company and Qatar Foundation in the spheres of science and education signed on March 26<sup>th</sup>, 2018, the Parties are considering the possibility for HEC Paris in Qatar and Saint-Petersburg State University to develop common projects in the field of executive education for Rosneft.

**Now therefore, the Parties have agreed as follows:**

#### **Article I: Objective**

This Framework Academic Collaboration Agreement (hereafter referred to as the "Framework Agreement") aims at describing the general conditions of the Parties collaboration in connection with the executive education programs to be developed by HEC Paris in Qatar and Saint-Petersburg State University.

Save as provided under Article V.I (Background Intellectual Property), Article V.III (Use of names and logos) and Article VI (Confidentiality) this Framework Agreement provides general principles of interaction and does not involve any financial or legal obligations. Such obligations will be defined in separate agreements between particular Parties, in order to fulfill the conditions of this Framework agreement.

Each separate agreement will define and describe the specific terms and conditions of development and execution of each executive education program. In particular, each separate agreement shall include: the name and description of the executive education program (number of cohorts, duration, selection, content, teaching language, training fields, estimated schedule, venue, number of participants, etc.), financial conditions (program pricing, fees collection etc.), Parties' obligations, intellectual property rights, data protection etc. In the event of any discrepancies between this Framework Agreement and any given separate agreement, the separate agreement shall prevail.

#### **Article II: Collaboration Areas**

The Parties acknowledge that their collaboration shall cover executive education programs, in particular in the field of strategic and human resources management, and leadership.

This list is for information only and may not prevent HEC Paris in Qatar and Saint-Petersburg State University from developing executive education programs in other fields.

#### **Article III: Commitments**

The Parties intend to timely and duly fulfill the achieved agreements, in each case in



accordance with the applicable law.

If necessary, each Party shall get all necessary approval and authorization to implement this Framework Agreement or any given separate agreement.

In pursuance of this Framework Agreement, the Parties shall establish a working group on a parity basis mandated to review any issues arising in the course of the interaction.

The Parties acknowledge that this Framework Agreement shall not create financial obligations among them. Financial considerations and related obligations for each executive education program shall be specified in the relevant separate agreements.

Each Party will be responsible for its own costs and expenses in connection with all matters relating to collaborations under this Framework Agreement.

#### **Article IV: Governance**

Within 2 months after signing the Framework agreement a working group shall be established, comprised of Qatar Foundation, Rosneft, HEC Paris in Qatar, and Saint-Petersburg State University representatives. It aims at managing the general coordination and supervision of the collaboration described therein as well as its further development. This working group shall meet as often as necessary, at least once a year. Its meetings can be held face-to-face or through audio/video-conferencing. The working group's decisions are taken unanimously.

#### **Article V: Intellectual Property**

##### ***V.I Background Intellectual Property***

Each Party shall retain all right, title and interest in and to any and all of its own Background Intellectual Property.

"Background Intellectual Property" means patents, know-how, trade secrets, ideas, inventions or any other form of intellectual property and proprietary rights of any and every kind and nature, no matter how designated, and including all registrations, applications, renewals and extensions thereof owned, licensed or otherwise controlled by a Party prior to this Framework Agreement signature or that are conceived, developed, licensed or otherwise brought under the control of a Party outside this Framework Agreement or separate agreements.

Nothing in this Framework Agreement or any separate agreement shall affect the ownership by either Party of its Background Intellectual Property or imply any license to a Party's Background Intellectual Property unless granted expressly.

This article shall be effective for the entire legal term of protection of the concerned intellectual property rights, including after the Framework Agreement's termination on any ground whatsoever.

##### ***V.II Intellectual property rights***

The Parties acknowledge that each separate agreement shall define the ownership and use of intellectual property rights that will be used in connection with or created in implementing the concerned executive education program.

##### ***V.III Use of names and logos***

Each Party authorizes the other Parties to reproduce its name and logo with the sole purpose



of communicating about the collaboration described therein. Any use of the name and/or logo of one of the Parties is subject to prior written approval by that Party.

When using a Party's logo, each Party undertakes to comply with all applicable rules (including graphic charters) and not to alter this logo in any way whatsoever.

Each Party acknowledges that (i) it acquires no rights on the name nor logo of the other Parties except for use in accordance with the provisions of this article, and (ii) it is not permitted to grant any right whatsoever on the other Parties' name nor logo to a third party, or to register a domain name, create a blog or social media account incorporating the other Parties' name and/or logo, in any jurisdiction.

The right to use each Party's name and logo is granted solely for the term of the Framework Agreement, and will automatically end, without any further formality being required, upon termination of this Framework Agreement on any grounds whatsoever.

#### **Article VI: Confidentiality**

The Parties agree that the following information shall be qualified as "Confidential Information": technical, commercial, strategic, financial, economic information, provided orally, visually or in writing, that are stamped as "confidential", or, in case of orally provided information, that are specified as being confidential in writing, or which the Parties should reasonably have understood to be confidential, and that are provided by one Party (the "Disclosing Party") to another Party (the "Receiving Party") when negotiating and/or implementing the Framework Agreement or any given separate agreement. Confidential Information shall also cover all personal data shared among the Parties in negotiating and/or implementing the Framework Agreement or any given separate agreement.

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The Receiving Party undertakes to:

- Keep Confidential Information confidential and not to publish nor to disclose them to any third party; and,
- Use confidential information only in connection with this Framework Agreement and/or separate agreement; and,
- Take all necessary measure to preserve their confidentiality; and,
- Disclose confidential information only on a need-to-know basis to its directors, employees, representatives, advisor, subcontractors and ensure that these persons are bound by a confidentiality obligation.

The foregoing obligation of confidentiality shall not apply to information in the public domain or that becomes generally available to the public other than as a result of disclosure by the Receiving Party; information obtained from a third party without breach of any confidentiality obligation; information that was known to the Receiving Party prior to its disclosure by the Disclosing Party; information which disclosure or use have been authorized in writing by the Disclosing Party; information developed by the Receiving Party independently from any access to the confidential information supplied by the Disclosing Party; information which is required to be disclosed by applicable law, regulation or court order (judiciary, administrative or arbitral); and information which was disclosed after the expiration or termination of this Framework Agreement, for any reason whatsoever.



Upon termination of this Agreement, or at any time before that upon request, each Party agrees to return the Disclosing Party's confidential information.

The obligations of confidentiality shall be valid for the entire Framework Agreement and shall survive its termination for a period of ten (10) years thereafter.

#### **Article VII: Liability**

Pursuant to Articles V.I (Background Intellectual Property), V.III (Use of names and logos) and VI (Confidentiality), each Party is responsible for its acts, omission and breach, as well as its employees, officers, agents or subcontractors'.

Each Party shall remain the sole employer of its employees while implementing the Framework Agreement and any given separate agreement and is thus the only one responsible for complying with applicable law and regulation regarding their employment. In no circumstances may another Party be considered as the employer of another Party's employees.

#### **Article VIII: Duration**

This Framework Agreement shall be in effect from the date it is last signed by a Party.

Unless terminated pursuant to Article IX below, this Framework Agreement shall be valid for five (5) years.

#### **Article IX: Termination**

A Party may terminate its participation in this Framework Agreement by providing written notice to the other Parties at least three (3) months in advance of the desired termination date. Termination shall be without penalty for any Party.

Except from the case of a Force Majeure Event, if either Party fails to follow the terms and conditions of Articles V.I (Background Intellectual Property), V.III (Use of names and logos) or VI (Confidentiality), of this Framework Agreement as set forth, one of the other Parties has the right to terminate this Framework Agreement upon written notice to the other, if such breach is not cured within thirty (30) days after delivering written notice of such breach. The Parties acknowledge that termination of the Framework Agreement on any ground shall not affect separate agreements that are ongoing and the terms of this Framework Agreement shall continue to apply accordingly. The termination of a separate agreement in itself shall also not affect the validity of this Framework Agreement or other ongoing separate agreements.

#### **Article X: Force Majeure**

Neither Party will be liable for non-performance for any breach of its obligations under Articles V.I (Background Intellectual Property), V.III (Use of names and logos) or VI (Confidentiality) of this Framework Agreement or separate agreement to the extent that the breach resulted from a Force Majeure Event provided that it:

- a) promptly notifies the other Parties
- b) takes all reasonable steps to work around or reduce the effects of the Force Majeure Event.

A Force Majeure Event means any event which is outside the reasonable control of the affected Party and could not have been prevented by the Party taking all reasonable steps.

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If a Force Majeure Event continues for more than thirty (30) days or continues beyond the term of this Framework Agreement, either Party may terminate, by written notice, this Framework Agreement with immediate effect

**Article XI: Amendments**

This Framework Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof. Any change, termination, waiver or other amendment to this Framework Agreement can only be made in a writing signed by all the Parties.

**Article XII: Notices**

Any notice to a Party hereunder must be in writing signed by the Party giving it, and shall be served either personally, registered or certified mail, or by overnight or expedited delivery service, addressed as follows:

**To HEC Paris in Qatar:**

HEC Paris in Qatar  
Nils PLAMBECK, Dean & CEO  
Tornado Tower  
West Bay area  
PO Box 5825  
Doha  
QATAR

**To Qatar Foundation**

Qatar Foundation for Education, Science and  
Community Development  
Mrs. Aisha A. Al-Romaihi,  
Executive Director of the Vice Chairperson  
and QF CEO Officer  
P.O. Box 5825 Doha, Qatar

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**To Saint-Petersburg State University**

Graduate School of Management  
Leonid Vasilyev,  
Director for Executive Education  
Russia, 199004, St. Petersburg  
3 Volkhovskiy pereulok

**To Rosneft**

Rosneft Oil Company  
Tamara Solovykh, Deputy Director – Head  
of Personnel Development Division, HR  
Department  
Russia, 117997 Moscow,  
26/1 Sofiyskaya embankment

**Article XIII: Settlement of Disputes**

The Parties must without delay and in good faith attempt to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Framework Agreement, including any questions regarding its existence, validity or termination.

If, after thirty (30) days of negotiation, no amicable solution is found between the Parties, the dispute shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (the “ICC Rules”) as at present in force, from which there shall be no appeal. There shall be one (1) arbitrator, to be appointed according to ICC Rules. The decision of the arbitrator shall be final and binding over the Parties, and may be entered as a final judgment in any court of competent jurisdiction. The arbitrator shall have power to rule on his/her own competence and on the validity of the agreement to submit to arbitration. The seat of arbitration shall be determined by the arbitrator, regarding ICC Rules. The arbitration shall be conducted in English.

The law applicable to the Framework Agreement shall be determined by the arbitrator,



according to ICC Rules.

**Article XIV: No indebtedness**

No party under this Framework Agreement has the authority to bind or act for, or assume any obligations or responsibility on behalf of any other Party except where expressly agreed in writing. None of the parties shall be responsible or liable for any indebtedness or obligation of a Party arising under this Framework Agreement.

**Article XV: No joint venture or agency**

Nothing in this Framework Agreement shall create a joint venture, partnership or principal-agent relationship between the Parties.

**Article XVI: Interpretation**

This Framework Agreement and any given separate agreements shall be executed in English. In the event that there are translations of these agreements, such translation shall be for information purpose only and may not prevail over the English wording.

In witness whereof the Parties have affixed their hands and seals, in Doha, on « 27 » December 2018. PK

**For Qatar Foundation**

H.E. Sheikha Hind bint Hamad Al-Thani  
Vice Chairperson and Chief Executive Officer

Signature:



**For Rosneft**

Igor Ivanovich Sechin,  
Chief Executive Officer

Signature:



**For HEC Paris**

Peter TODD, Dean

Signature:



**For Saint-Petersburg State University**

Nikolay Mikhailovich Kropachev,  
Rector of Saint-Petersburg State University

Signature:



*Handwritten signature in blue ink*