

MEMORANDUM OF CONFIDENTIALITY
AGREEMENT

Made and entered into by and between

SOUTH AFRICAN AGENCY FOR PROMOTION OF PETROLEUM EXPLORATION AND
EXPLOITATION (PTY) LTD
(No. 1999/15715/07)

(hereinafter referred to as The AGENCY)

of 7 Mispel Street
BELLVILLE
7536
SOUTH AFRICA

and

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.....

(hereinafter referred to as 'The INSTITUTION')

of
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WHEREAS The INSTITUTION desires to conduct research into the geology of parts of South Africa, and

WHEREAS the staff of The INSTITUTION wish to conduct research themselves and supervise the research of students, and

WHEREAS FURTHER, The AGENCY possesses information which will form the basis for research projects and which The AGENCY regards as confidential.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The AGENCY possesses drawings, designs, technical experience, data and know-how relating to petroleum exploration and drilling activities in South Africa, including material or samples obtained or gathered as a result thereof (all the aforesaid hereinafter referred to as the INFORMATION).
2. The INSTITUTION acknowledges that the INFORMATION is the property of The State and a commercial asset of The AGENCY and of considerable value to same.
3. The AGENCY is willing, at its sole discretion, to disclose and to make available to the INSTITUTION the INFORMATION as described in detail in Annexure A hereto for the purpose of research by its academic staff and research students. The INFORMATION shall only be disclosed to academic staff and research students actively involved in the projects described in Annexure B.
4. Any INFORMATION disclosed to the INSTITUTION shall be used only by the INSTITUTION and its use shall be limited to the research projects described in Annexure B. Draft copies of papers and theses resulting from these projects and prepared by The INSTITUTION for publication shall be submitted to The AGENCY for approval prior to being submitted for publication.
5. The AGENCY shall be appropriately acknowledged in the aforesaid papers and theses for the INFORMATION supplied, as well as for any other relevant assistance, technical input or contribution made by the AGENCY to the INSTITUTION. The INSTITUTION will give AGENCY staff the option of being co-authors of publications where the use of data and input warrant such inclusion.
6. Research will not terminate if the AGENCY enters into a sub-lease of its prospecting rights with a third party. The said third party will be informed of the existence and nature of this agreement as well as the extent of the INFORMATION.

7. Should the INSTITUTION wish to use or apply the INFORMATION for other purposes from those stated in clause 4, the INSTITUTION shall obtain The AGENCY's prior written approval therefore timeously.
8. The AGENCY may at any stage request that the INSTITUTION return the INFORMATION to the AGENCY at the INSTITUTION's cost and the INSTITUTION shall comply forthwith with such a request.
9. The INSTITUTION shall keep the INFORMATION secret and confidential and shall withhold the INFORMATION from any unauthorised party. The INSTITUTION shall not, without The AGENCY's prior written approval, use or disclose to a third party any such INFORMATION, except for the purposes described in clause 4. The INSTITUTION further agrees to obtain written undertakings (in the form attached hereto as Annexure C) from all the persons who, of necessity, may have access to or receive disclosure of the INFORMATION, to maintain same in the strictest confidence.
10. Limitations on the use of the INFORMATION as used or received herein shall not apply to technical information, data, designs, drawings or other material which:
 - 10.1 the INSTITUTION can show what was in its possession at the time of disclosure by The AGENCY and was not acquired, directly or indirectly, from The AGENCY; or
 - 10.2 is acquired by the INSTITUTION from others who have no confidential commitment to The AGENCY with respect to same; or
 - 10.3 becomes through no fault of the INSTITUTION a part of the public domain by publication or otherwise.
11. The INSTITUTION shall not, without the prior written consent of The AGENCY, reproduce or copy, or permit the reproduction or copying of any of the INFORMATION.
12. This confidentiality agreement shall not be modified other than in writing executed by both parties hereto and shall be construed under the laws of the Republic of South Africa.
13. The INSTITUTION will submit written progress reports on the various research projects at the end of each semester, to be received by The AGENCY in June and December each year.
14. The INSTITUTION will provide The AGENCY with a copy of the final thesis or published paper and any new, processed or reformatted data originating from the project.

15. It is specifically brought to the attention of the INSTITUTION that criminal sanctions are contained in the regulations under the South African Petroleum Products Act 120 of 1977 (as amended or substituted from time to time) in respect of divulging petroleum-related information to parties.

16. The parties hereby choose the addresses as detailed on the first page of this agreement as their *domicilia citandi et executandi* for all matters arising from this confidentiality agreement, including but not limited to the receipt of all notices and legal documents. Any change of address by either party shall be advised timeously in writing. Any notice sent by registered mail or delivered by hand shall be deemed a proper dispatch or delivery of such notice pursuant to the provisions of this clause.

THUS done and signed at on20...

AS WITNESSES:

1. Sign

.....
On behalf of THE AGENCY

Print

2. Sign

.....
CAPACITY

Print

THUS done and signed at on20....

AS WITNESSES:

1. Sign

.....

On behalf of The INSTITUTION

Print

2. Sign

.....

CAPACITY

Print

Contact details :

.....

.....

.....

Tel :

Fax :

E-mail :

ANNEXURE A

PROVISION OF DATA

(This forms part of the Confidentiality Agreement entered into between PETROLEUM AGENCY SA (PTY) LTD and THE INSTITUTION _____).

THE INFORMATION

1. The AGENCY shall make the following information available to the INSTITUTION at an estimated cost of R_____. (The cost will be confirmed with an official quotation based on standard copy cost rates for the data according to prevailing policy and rates)
2. The INSTITUTION to provide a list of data that is required according to guidelines below:

SEISMIC DATA

(SEISMIC LINE, FORMAT AND TYPE OF DATA TO BE LISTED AND AVAILABILITY CONFIRMED PRIOR TO SIGNATURE OF CONTRACT)

WELL DATA

(WELL DATA, TYPE AND FORMAT OF DATA TO BE LISTED AND AVAILABILITY CONFIRMED PRIOR TO SIGNATURE OF CONTRACT)

OTHER DATA

(DATA TYPE AND FORMAT OF DATA TO BE LISTED AND AVAILABILITY CONFIRMED PRIOR TO SIGNATURE OF CONTRACT)

PROJECT DESCRIPTION

(This forms part of the Confidentiality Agreement entered into between PETROLEUM AGENCY SA (PTY) LTD and THE INSTITUTION _____).

RESEARCH PROJECTS TO WHICH THE INFORMATION WILL BE APPLIED

I. The INSTITUTION wishes to undertake a research project with the following proposed title and a brief description of the research project :

Title :

Description :

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2. The research is expected to lead to (select what is applicable):

- a PhD/MSc thesis at the Institution of, a copy of which will be provided to The AGENCY.

- Technical papers, and publications to be applied for the benefit of The AGENCY and the results to be presented in the form of a report on the following subject :

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3. Personal details of researchers/students who will be using the data:

1. *The Name of the Researcher or Student:*

Nationality:

ID or Passport No:.....

Signature:.....

2. *The Name of the Researcher or Student:*

Nationality:

ID or Passport No:.....

Signature:.....

3. *The Name of the Researcher or Student:*
Nationality:
ID or Passport No:.....

Signature:.....

4. *The Name of the Researcher or Student:*
Nationality:
ID or Passport No:.....

Signature:.....

ANNEXURE C

CONFIDENTIALITY UNDERTAKING

(This forms part of the Confidentiality Agreement entered into between PETROLEUM AGENCY SA (PTY) LTD and the INSTITUTION)

To be signed by all persons to whom The INSTITUTION grants access to the INFORMATION as a prerequisite to such access.

I, the undersigned hereby agree to keep confidential the INFORMATION provided by The AGENCY under the agreement and to be bound by the provisions of that agreement which I have read and fully understand.

THUS done and signed at on200....

AS WITNESSES:

1. Sign
Print	Sign

2. Sign
Print	Print