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on 28.05.2014e.



**Memorandum of Understanding
between
Kazan Federal University, Kazan, Russian Federation
and
Fox Chase Network, Inc., Philadelphia, PA, USA**

The present Memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into effective as of the 28th day of May, 2014 by and between: Prof. Dr. Ilshat Gafurov, Rector, on behalf of **Kazan Federal University** and J. Robert Beck, MD, Deputy Director, on behalf of **Fox Chase Network, Inc.** (hereinafter "FCCC"), together hereinafter referred to as "the Parties" or individually as a "Party."

In consideration of the cultural relationships between both countries, and in recognition of the importance of exchanges in the academic domain which include teaching and research, as well as the special opportunities provided by the act of strengthening professional academic contacts between both universities, the Parties have mutually agreed to enter into this MOU representing an understanding and summarization of our mutual goals of establishing and developing an academic relationship between the Parties. Notwithstanding the foregoing, the Parties understand and acknowledge that the relationship between the Parties may evolve over the course of these discussions and, accordingly, with the exception of the confidentiality provisions of article 5 below, this MOU is not intended to bind either Party to any terms, conditions or commitments stated herein.

Article 1. Objective

The objective of this MOU is to discuss exchanges between the Parties in all academic fields and activities, as well as among their related faculties and/or schools. Any action arising out of the discussions under this MOU will be separately negotiated and governed by a separate written agreement executed by authorized signatures of each Party

Article 2. Benefits

The discussion between the two respective Parties should specifically develop and promote the following activities:

- Mutual exchange and collaboration of professors, researchers, students and other staff in the academic domain;
- Conducting joint research projects;
- Organization of academic programs/courses, seminars, scientific conferences, and other forms of exchange of knowledge;
- Exchange of expertise and programs in fields of mutual interest;
- Other efforts for the mutual benefit of the Parties are welcome.

Article 3. Reciprocity

All activities mentioned in Article 2 shall be based on reciprocity and shall be of mutual benefit to the Parties and in accordance with the rules and regulations of each organization.

Article 4. Duration

The present MOU shall come into effect on the date of signature by both Parties and will have duration of three years, subject to an extension upon mutual agreement and review by the Parties.

Article 5. Confidentiality

All information disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party") that is related to the Purpose shall be deemed to be "Confidential Information". Confidential Information shall include, but is not limited to, research and development activities, products, company strategies and plans, processes, laboratory arrangements, designs, methods and know-how, marketing and business information, financial plans, budgets and forecasts, customer information, and personnel matters. Confidential Information may be disclosed in electronic, oral, or written form, or it may be observed by one Party while touring the facilities of the other Party. Any Confidential Information deemed confidential by the Disclosing Party shall be supplied in writing and marked "Confidential". Confidential Information shall include proprietary information supplied orally or through observation, that is identified by the Disclosing Party as confidential, or that the Receiving Party understands, or should reasonably understand, is confidential.

Confidential Information shall not include any information which the Receiving Party can show by documentary evidence (a) was in its possession prior to the disclosure thereof; (b) was at the time of receipt or thereafter becomes, through no act or failure to act on the part of the Receiving Party, part of the public domain; (c) was independently developed by the Receiving Party without use of or reference to Confidential Information, as evidenced by Receiving Party's written records or other competent evidence; or (d) was disclosed to the Receiving Party by others not under any obligation of confidentiality or restricted use to the Disclosing Party. In addition, the Receiving Party may disclose Confidential Information to the extent such information is required to be disclosed by law, regulation, or order of a court of competent jurisdiction or regulatory authority.

The Receiving Party agrees that it shall not, without the written consent of the Disclosing Party, use, reproduce (except as needed for the Purpose), or disclose to third parties any Confidential Information received hereunder. The Receiving Party represents and warrants that it will protect Confidential Information with at least the same degree of care it uses to protect its own proprietary information. The Receiving Party shall limit access to Confidential Information received hereunder to its affiliates and their respective employees, directors, consultants, and agents who need to know such Confidential Information and who are bound by obligations of confidentiality and non-use. If so instructed by the Disclosing Party, the Receiving Party agrees to promptly return or

destroy any documents or other tangible forms of information supplied to it by the Disclosing Party. Notwithstanding the foregoing, the Receiving Party shall be permitted to keep one (1) archival copy of all Confidential Information in its secure files for the purpose of interpreting its obligations hereunder.

Article 6. Annexes and Changes

Each Party has the right to propose amendments to this MOU. Any amendment must be mutually agreed upon and in writing and executed by authorized signatures of each Party.

Article 7. Termination and Advance Notice

Each Party has the right to terminate the present MOU with thirty (30) days advanced written notice to the other Party.

Article 8. Copies and Languages of this MOU to Each Party

This MOU will be presented in two written originals in English, one for each Party, each having the same force.

Prof. Dr. Ilshat Gafurov
Rector
Kazan (Volga region) Federal University
18, Kremlevskaya st.
Kazan 420008 Russian Federation

Date: 6. 06. 2014

И. Г.

Prof. J. Robert Beck, MD
Deputy Director, CAO & CMO
Fox Chase Network, Inc
333 Cottman Ave, Philadelphia, PA
19111

Date: 28 May 2014

J. Robert Beck