**Personal Data Confidentiality Agreement**

Moscow \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_2024

The Roscongress Foundation, hereinafter referred to as the “Foundation”, represented by Assistant Director for IT Dmitry Diorik, acting under Power of Attorney No. RK-24/D/86 dated 01.02.2024, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

hereinafter referred to as the “Parties” and individually as a “Party”, have concluded this Personal Data Confidentiality Agreement (hereinafter the Agreement) with respect to data used in preparing and holding events, on the following.

**1. Subject of the Agreement**

1.1. In connection with performance of contractual relations, the Parties assume the obligations to ensure confidentiality of personal data received within the scope of performance of agreements.

**2. Terms and definitions used in the Agreement**

The terms used in this Agreement mean the following.

Personal data – any information relating either directly or indirectly to an identified or identifiable individual (the personal data subject).

Information – details (notifications, data) irrespective of the form in which they are presented.

Information confidentiality – a binding requirement on a person with access to specific information not to transfer such information to third parties without the owner’s consent.

Distribution of personal data – actions to disclose personal data to an unspecified group of persons.

Disclosure of personal data – actions creating an opportunity for familiarization with personal data processed by the Roscongress Foundation/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Revelation of personal data – actions (inaction) allowing personal data in any form (oral, written, other form, including by using technical means) to become known to third parties without the written consent of the personal data subject, unless so prescribed by federal law.

Provision of personal data – actions to disclose personal data to a specific person or specific group of persons.

**3. Rights and obligations of the Parties**

3.1. For the purpose of fulfilling the subject of this Agreement, the Parties undertake:

3.1.1. To process the personal data they receive from each other solely for performing the agreements they have concluded or are concluding as per the requirements of the Russian legislation concerning personal data and local regulations of the Parties regarding personal data. Processing of personal data presupposes automated or unautomated performance by the Parties of the following actions: collection, recording, systematization, accumulation, storage, revision (updating, amendment), extraction, use, transfer (provision, provision of access), blocking, deletion and destruction of personal data.

3.1.2. To maintain confidentiality and safeguard personal data during their processing, to observe requirements on protection of processed personal data as per article 19 of the Federal Law “On Personal Data”, to take legal, organizational and technical measures to protect personal data received against unlawful or chance access thereto, destruction, amendment, blocking, copying, provision and distribution of personal data, as well as other unlawful actions in relation to the given personal data as per the rules and conditions set by the local regulations of the Parties regarding personal data.

3.1.3. To transmit personal data (documents containing personal data) by registered (recorded) postal delivery or couriers of the Parties.

3.1.4. Not to perform cross-border transmission of personal data.

3.1.5. Not to provide each other with personal data (documents containing personal data) via open communications channels or computer networks beyond the controlled zone or the Internet without applying the measures established by the Parties to safeguard the personal data (apart from generally accessible personal data and (or) anonymized data).

3.1.6. To handle personal data and material media containing personal data as per the requirements of the local regulations of the Parties regarding personal data.

3.1.7. To provide for adoption of legal, organizational and technical measures to protect personal data against unlawful or chance access thereto, destruction, amendment, blocking, copying, provision and distribution of personal data, as well as other unlawful actions in relation to the personal data.

3.1.8. Not to distribute or otherwise disclose (including by means of sale, exchange or publication) personal data received by the Parties from each other by any existing means, including xerocopying, reproduction or use of electronic media, without the prior written consent of the other Party.

3.1.9. To transfer personal data to a public authority or other public body only in cases and in the manner prescribed by the legislation of the Russian Federation.

3.1.10. To notify the other Party promptly of all unsanctioned access to or attempts to access the personal data received and (or) information containing personal data, and of other breaches of the personal data processing procedure.

**4. Additional conditions**

4.1. Personal data and (or) information containing personal data are the property of the transmitting Party.

4.2. The transmitting Party has the right to demand that the receiving Party return personal data (documents containing personal data) at any time by notifying the other Party in writing.

Within 3 (three) days of receiving such notification, the Party shall return all the personal data (documents containing personal data) and destroy, under a personal data statement, all copies it holds of documents, materials and other material media containing personal data, and shall procure destruction of personal data held by third parties to which it transferred the personal data in observance of the conditions of this Agreement.

4.3. The rights and obligations of the Parties hereunder transfer, in the event of reorganization of one of the Parties, to the relevant legal successor(s). Should one of the Parties be wound up, the given Party shall, before the liquidation is completed, procure return to the transmitting Party of all original documents and destruction of all personal data and other carriers of personal data transferred by the given Party.

4.4. Control over observance of the procedure and conditions for processing personal data and safeguarding their confidentiality within the Foundation is the responsibility of the Head of the Directorate for development of IT systems, accreditation, access control and logistics Igor Ognev. Control over observance of the procedure and conditions for processing personal data and safeguarding their confidentiality within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the responsibility of /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4.5. Matters not regulated by this Agreement are subject to consideration and resolution as per the legislation of the Russian Federation.

**5. Liability of the Parties**

5.1. A Party that allows revelation or distribution of personal data is liable as per the legislation of the Russian Federation, including for losses incurred by the transmitting Party and arising in connection with disclosure by the other Party of the personal data transferred thereto.

5.2. All disputes and disagreements that might arise between the Parties in connection with performance of this Agreement are to be resolved by means of negotiations between the Parties.

5.3. If agreement is not reached through negotiations, all disputes, disagreements or claims concerning performance of the Agreement are subject to resolution in court as per the legislation of the Russian Federation.

**6. Term of the Agreement**

This Agreement comes into effect when signed by the Parties and remains in force until 31 December 2024.

**7. Final provisions**

7.1. This Agreement is signed in two counterparts of equal legal force, one for each of the Parties.

7.2. Any corrections, amendments and supplements hereto are valid only if made in writing and duly signed by the authorized representative of each of the Parties.

**Signatures of the Parties:**

|  |  |
| --- | --- |
|  |  |
|

|  |
| --- |
| Roscongress FoundationLegal address: 1101, 12 Krasnopresnenskaya Naberezhnaya, Moscow, 123610Mailing address: 88A, Sredny Prospekt V. O., St. Petersburg 199106TIN 7706412930 KPP 770301001OGRN 1077799005426 OKPO 99646931Bank details: Bank Saint-Petersburg, St. PetersburgBIC 044030790corr/acc: 30101810900000000790disburse/acc: 40703810148000002341 |
| Assistant Director for IT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/D. DiorikSeal here |

 |

|  |
| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Legal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mailing address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_TIN \_\_\_\_\_\_\_\_\_\_\_\_\_KPP \_\_\_\_\_\_\_\_\_\_\_\_\_OGRN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_OKPO \_\_\_\_\_\_\_\_\_\_Bank details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BIC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_corr/acc: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_disburse/acc: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| General Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/Seal here |

 |