

## **Non-disclosure agreement concerning European tender procedure 'Remote management and support for private cloud Naturalis'**

### **The Undersigned**

#### **Whereas:**

- a) Stichting Naturalis Biodiversity Center, hereinafter referred to as the 'Contracting Authority', intends to make available to the undersigned the appendix B - Technical description pertaining to the European tender procedure titled 'Remote management and support for private cloud Naturalis';
- b) The undersigned intends to submit a tender in relation to the aforementioned European tender procedure;
- c) Appendix B - Technical description and related information, whether provided orally or in writing, contain confidential information, which shall only be disclosed to the undersigned following the signing of this non-disclosure agreement;
- d) The undersigned will, upon execution of this non-disclosure agreement, receive confidential documents and information from the Contracting Authority, both orally and in writing;

#### **Hereby declares and agrees as follows:**

1. The undersigned shall treat as confidential all information which comes to his/her knowledge during the tender procedure or in the execution of the relevant Contract, where the confidential nature of such information is known or may reasonably be assumed. The undersigned shall not disclose such information in any way whatsoever, including but not limited to all documents and information communicated in writing or orally in the context of this tender procedure, except where disclosure is required by statutory provision or court order, or where prior written consent has been granted by the Contracting Authority.
2. The undersigned shall disclose such information solely within his/her own organisation to persons who require access to the information for the purposes for which the Contracting Authority has provided it, and shall bind such persons to confidentiality in respect of the information.
3. In the event of a breach of this duty of confidentiality, the organisation represented by the undersigned shall be liable to pay an immediately due and payable penalty in the amount of 10,000 EUR (ten thousand euros).

4. The undersigned acknowledges that any breach of this duty of confidentiality may cause damage to the Contracting Authority and/or third parties, and that his/her organisation shall be liable not only for the aforementioned penalty but also for full compensation of all damages resulting from such breach.
5. Breach of this duty of confidentiality may result in exclusion from further participation in the present tender procedure.
6. Should the contract not be awarded to the undersigned's organisation, the undersigned shall, immediately upon receipt of the award decision, destroy all documents (in both digital and hard copy form) containing confidential information and shall notify the Contracting Authority of such destruction on his/her own initiative. The confidentiality obligations under this agreement shall remain in effect regardless of whether the contract is awarded to the undersigned's organisation.
7. This non-disclosure agreement shall be governed by and construed in accordance with the laws of the Netherlands.
8. The undersigned warrants that (i) he/she is familiar with the relevant laws and regulations in the Netherlands, (ii) is aware that a breach thereof may constitute a criminal offence, and (iii) that neither the undersigned nor any of its directors, officers, employees, staff members, professional advisers or other parties engaged or named by or on behalf of the undersigned shall violate such laws and regulations in relation to the intended contract.
9. The District Court of The Hague shall have exclusive jurisdiction to hear any disputes arising from or related to (a breach of) this non-disclosure agreement.

## **Signature**

Name of Organisation:

Name of Authorised Signatory:

Date:

Signature: