



Declaration of Non-Disclosure

(Insert Entity name, Entity and VAT number)

.....

.....
(hereinafter referred to as “the Tenderer”), having its registered seat at *(Insert Address, City, Country)*

.....

.....
represented for the purpose of signing the Declaration by *(insert Name and Function of representative)*

.....

I, the undersigned, Mr/Ms, being the representative authorised to sign on behalf of the tenderer declare on my honour that:

The Tenderer is fully aware that it will be in possession of valuable information and data of confidential nature relating to production, installation and maintenance of the permanent exhibition of the House of European History in Brussels submitted to the Tenderer solely for the purposes of the open call for tender procedure COMM/DG/AWD/2014/275 (hereinafter referred to as “the Field”) by the European Parliament, House of European History (hereinafter referred to as “the Parliament”).

The Tenderer is fully aware that the Confidential Information means any and all information, materials, drawings, know-how or data relating to the Field which is disclosed or given by the Parliament, whether in writing or by any other means, including, but not limited to, formulae, designs, simulations, processes, proprietary, technical, operational and financial data; information and designs relating to the permanent exhibition of the House of European History, and any notes, analyses, memoranda or other documents.

The Tenderer is fully aware that the Parliament will disclose the above-mentioned information and data under terms of strict confidentiality, non-disclosure to third parties, and non-use in any manner that is not explicitly authorised by the Parliament.

The Tenderer agrees to be bound by the following obligations:

.1. The Tenderer shall treat the Confidential Information disclosed by the Parliament as strictly confidential. The Tenderer shall not disclose, transfer or make available the Confidential Information or any portions thereto in any way to any third party.

.2. The Tenderer may disclose the Confidential Information to their subcontractors and joint tenderers on a need-to-know basis and purely in the context of the above tender procedure. The Tenderer agrees to be responsible for any breach of this Agreement committed by its subcontractors or joint tenderers to the same extent as if such were giving this Declaration.

- .3. All Confidential Information, and any proprietary and related right contained therein, including any intellectual property right, shall continue to belong to their respective owners.
- .4. The Tenderer shall respect the Parliament's proprietary and related rights, including intellectual property rights, which may have been disclosed to the Tenderer, and shall not misuse or claim any title to any such Confidential Information.
- .5. The Tenderer agrees that the Parliament makes no representations or warranties, express or implied, including but not limited to, the accuracy, completeness, merchantability, or fitness for a particular purpose of the Confidential Information, as well as non-infringement of third-party rights.
- .6. The Tenderer shall, at request of the Parliament, return all Confidential Information in its or its subcontractors and its joint tenderers possession.
- .7. The Tenderer shall not make use of the Confidential Information for any other purpose.
- .8. The above obligations shall continue to apply until they become available to the public.

In *(place)*.....,on *(date)*.....

.....
(Name, Position)