

CONFIDENTIALITY DECLARATION

INSTRUCTIONS

The confidentiality declaration must be completed and returned to the ECB in order to receive the Invitation to Tender including the ECB requirements. Please proceed as follows:

- 1) Complete the declaration on the next page;
- 2) Send the signed declaration by fax to number +49-69-1344-7110, for the attention of Ms Sarah Smith.

Upon receipt of your declaration, the tender documentation shall be sent to you via email. **Therefore, please do not forget to include your e-mail address in the fax cover sheet!**

- 3) In addition, you must submit per post the original signed declaration to the following address:

European Central Bank

For the attention of Ms Sarah Smith

Kaiserstrasse 29

60311 Frankfurt am Main

Germany

- 4) Please note that the deadline for submitting the signed confidentiality declaration to the ECB is set for 25th June 2010.

CONFIDENTIALITY DECLARATION

[Name of the Tenderer]

[Company address]

(the 'Tenderer')

intends to participate in the procurement of communication management services and will receive confidential information from the ECB for the preparation of its application or tender.

The Tenderer herewith declares to abide by the following obligations:

1. The Tenderer shall treat in strictest confidence and not divulge to unauthorised persons any information, data or documents concerning the ECB, its staff or the procurement procedure/documentation which the ECB has designated orally or in writing as 'restricted', '(strictly) confidential' or 'secret' or which a reasonable person would consider to be confidential ('Confidential information'). Confidential information shall not include information, data and documents: (a) that are or become publicly available, except through a breach of confidentiality by the Tenderer; (b) the disclosure or use of which has been authorised by the ECB in writing; (c) the disclosure of which is required by law.
2. The Tenderer shall use such Confidential information only for the preparation of its application or tender and shall not use or exploit such Confidential information for its own benefit or for the benefit of any other person.
3. The Tenderer shall store properly documents classified as Confidential information, which the ECB makes available to it or which it receives from third parties, and shall ensure that unauthorised persons have no access to Confidential information.
4. If the Tenderer discloses Confidential information or if the Tenderer has not taken appropriate measures restricting access to Confidential information, the ECB may claim for each breach for which the Tenderer is responsible a penalty up to an amount of EUR 15 000. Within this limit the ECB shall fix the amount using equitable discretion taking into account the seriousness of the breach and the damage caused to the ECB. This penalty does not prevent the ECB from claiming further damages or from taking other legal measures.
5. The Tenderer shall continue to be bound by the obligations laid down in this declaration after the end of the procurement procedure.

6. The Tenderer shall ensure that its agents, staff, business partners and any other person that the Tenderer involves in the preparation of its application or tender maintain confidentiality to the same extent.
7. Should the ECB and the Tenderer be unable to reach agreement on any dispute arising out of this declaration of confidentiality, the matter in dispute shall be referred to the exclusive jurisdiction of the competent court in Frankfurt am Main.
8. This declaration shall be governed by and interpreted under German law.

Agreed:

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Place and Date

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*[Name and signature of the legally authorised
representative(s) of the Tenderer]*