

NON DISCLOSURE DECLARATION¹
for the Call for Tenders:

TAXUD/2013/AO-01

**Specification, development, maintenance and support of customs IT systems
(CUST-DEV3)**

The undersigned [*to be completed with the name of the signatory of this form*], hereinafter referred to as the "**Recipient**",

[*in his/her name(if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision-making or control over the economic operator)*],

[declares that is representing (*if the economic operator is a legal person*)]

[*official name in full (only for a legal person)*]:

[*official legal form (only for a legal person)*]:

[*insert official address in full*]

[VAT registration number: *insert*]

Given that the Recipient has the intention to answer to the referred Call for Tenders, **DG TAXUD**, for that purpose, will make certain **information in confidence** (as defined below) available to Recipient. As a condition to, and in consideration of, DG TAXUD's furnishing of information in confidence to the Recipient, the Recipient agrees to the undertakings contained in this **Declaration**.

The Recipient agrees that all information disclosed by DG TAXUD to the Recipient by means of a DVD containing the so-called "**Baseline for CUST-DEV3**" shall be considered as information in confidence ("information in confidence"). This information in confidence relates to (without limitation) DG TAXUD's technical data, actual and anticipated research, developments or products, know-how, software, hardware, processes, architectures, concepts, ideas, designs, drawings, personnel, financial information, computer programs, studies, work in progress, visual demonstrations, and other data, whether written, graphic, or electronic form.

¹ In the case of consortium, this declaration must be filled in by each consortium member. Besides, this obligation shall also apply to any new member of the consortium.

The Recipient agrees moreover:

- to use information in confidence solely for the purpose of the preparation of this Tender and, as the case may be, of the implementation of the Contract;
- to use all possible means to maintain this information in strict confidence and at least those measures that it employs for the protection of its own confidential information, but in any event not less than a reasonable degree of care;
- to disclose this information only to the Recipient's employees or particular employees of subcontractors who are required to have the information for the Purpose of this Tender and, as the case may be, of the implementation of the Contract, and have previously signed an agreement in content similar to the provisions thereof;
- to oblige all employees receiving access to information in confidence not to disclose it to anyone and not to make any copies;
- to immediately notify in writing DG TAXUD in the event of any unauthorised use or disclosure of this information.

The Recipient shall not use for its own purposes, reverse, engineer, disassemble, decompile or copy any software or other objects which embody the information in confidence, nor transmit, directly or indirectly, any information in confidence.

All information in confidence remain the property of the **European Commission** and no license or other rights in the information in confidence are granted hereby, except as expressly provided above. This Declaration does not constitute a joint venture or other such business agreement.

The Recipient hereby acknowledges that unauthorised disclosure or use of information in confidence could cause irreparable harm and significant injury, which may be difficult to ascertain. Accordingly, the Recipient agrees that the **European Commission** shall have the right to seek and obtain immediate injunctive relief from breaches to its commitments under this Declaration, in addition to any other rights and remedies it may have.

The Recipient's obligations hereunder shall survive until all information in confidence disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Recipient.

This Declaration shall bind and inure to the benefit of the parties hereto and their successors and assigns.

By:

Name and Title: