

# Confidentiality Agreement

of

## Company

(hereinafter referred to as "Tenderer")

### Preamble

This declaration is intended to protect confidential information received by the tenderer from the GSI Helmholtzzentrum für Schwerionenforschung GmbH, Planckstr. 1, 64291 Darmstadt, Germany (hereinafter referred to as "GSI"). The purpose of disclosing confidential information in conjunction with this declaration is to make information available to the tenderer, which enables the tenderer to submit a tender as part of the

procedure for awarding contracts.

- § 1 Confidential information in the sense in which it is used in this declaration is any information relating to documents (including electronic media) which are given to the tenderer in conjunction with the tender of GSI and are explicitly labelled "confidential". Confidential information includes in particular any information contained in the tender documents and information, which is otherwise clearly recognisable as a business or trade secret of one of the parties.
- § 2 The tenderer agrees to maintain the confidentiality of any confidential information and to refrain from disclosing it to third parties. The tenderer also agrees to use confidential information only for the purposes set out in this declaration.
- § 3 Irrespective of Section 2 the tenderer is entitled to disclose confidential information to third parties provided that this is required for preparing a tender, especially if the third party in question is to become the tenderer's sub-contractor. The tenderer imposes the same duty of confidentiality on the third party handling the confidential information, by concluding a contract in writing that the tenderer him/herself agrees to with this declaration.
- § 4 The tenderer is entitled to disclose confidential information to any employees provided this is necessary for preparing a tender. The tenderer's employees are also bound by this confidentiality agreement.
- § 5 The confidentiality agreement mentioned above is legally binding on the tenderer for the duration of the procedure for awarding contracts. The confidentiality agreement mentioned above will be valid for up to 5 years after completion of the procedure for awarding contracts.

- § 6 The preceding obligations do not apply, provided that the tenderer can prove that the confidential information was legally:
- publicly accessible at the time of disclosure or became publicly accessible afterwards,
  - disclosed to the tenderer by a third party who did not have a duty of confidentiality and possessed the information lawfully and was not obliged by the provider of the information to maintain confidentiality,
  - in the possession of or known by the tenderer at the time of its disclosure,
  - developed by the tenderer independent of the confidential information, or
  - had to be disclosed by the tenderer during a court or administrative procedure.
- § 7 Any amendments must be made in writing. This requirement for written amendments may only be changed in writing.
- § 8 The place of jurisdiction shall be Darmstadt, as far as legally permissible. Only the laws of the Federal Republic of Germany apply to this agreement.

....., dated

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Company name, signature