(Contractor's company stamp) Jonkowo, …..………… 2020

**DECLARATION**

**of confidentiality of information which constitutes trade secret within the meaning of the Act of 16 April 1993 on combating unfair competition and other information owned by ERKO or the Clients which ERKO or the Clients do not wish to disclose or its disclosure would be detrimental to ERKO or the Clients (hereinafter: "Confidential Information")**

I, the undersigned

…………………………………………...., holder of an identity card no. …………………………….

(given name and surname)

as the employee of …………………………………with its registered office at ……………………………….

hereby declare:

1. **to keep in strict confidence all confidential information, in particular, any technical and technological, commercial, economic, financial, legal and organizational and other information of economic value concerning the company ERKO spółka z ograniczoną odpowiedzialnością spółka komandytowa obtained in the course of preparation of a tender for the software under the project entitled** *NEW GENERATION OF INTELLIGENT BUSBAR PROCESSING STATION POIR.01.01.01-00-0635/19-00* **– regardless of the form of transmission and the source of such information.**

The abovementioned confidential information covers, in particular, technical and technological information which includes:

a) know-how related to the production process, technology, production means, quality,

b) any technical information related to the product, its design and materials used,

c) detailed information on the party’s equipment, tools, means of production and controls,

d) information on applied procedures,

e) information on technical specification of the programmer – a component of the pilot production line.

1. **to use the information referred to in item 1. only for the purposes specified in the arrangements with the Contracting Authority in connection with tender preparation.**
2. **to take all necessary steps to ensure that none of the persons involved on the part of the Tenderer in the preparation of the tender who receive the information do not disclose such information or its source either in whole or in part to any third party without the prior written authorization from the Contracting Authority. The Tenderer who provides information obtained from the Contracting Authority is responsible for the persons to whom the information is made available as for his own act or omission, and, in particular, the Tenderer is responsible for compliance with the provisions of items 1 and 2 above.**
3. **to disclose the information referred to in item 1 only to those employees, partners and advisors to whom it is necessary in order to perform the activities entrusted to them and only to such an extent as to which the recipient of the information must have access to for the purposes set out in items 1 and 2.**

For the avoidance of doubt, the Parties agree that the following shall not constitute Confidential Information:

1. publicly available and generally known information,
2. information known to the Obligor prior to conclusion of the Agreement or the Contract,
3. information obtained by the Obligor from a third party, unless the obtaining, possession or use of such information is unlawful or has occurred as a result of a breach of the Agreement by the Obligor;

The Obligor may disclose Confidential Information solely:

1. with prior written consent of the Contracting Authority, as specified in §1 (1) (d) of the Agreement,
2. if the Confidential Information must be disclosed to public authorities or other entities authorised to request information under applicable provisions of law – at their express request, and without such a request only if the obligation to disclose Confidential Information results directly from the generally applicable provisions of law. The Obligor shall immediately notify the Contracting Authority of the fact of disclosure referred to in item b), unless such notification would be contrary to the generally applicable provisions of law.

In the case specified in item b) hereof the Obligor shall disclose the Confidential Information only to an extent required by mandatory provisions of law.

The obligation of confidentiality of the information referred to in item. 1. shall continue to be in force after the expiry of the tender procedure.

The Obligor declares that they are aware of the obligations arising from the provisions of the Act of 16 April 1993 on combating unfair competition in the scope of protection of trade secrets and undertakes to observe them.

In the event of the Obligor's breach of any of the obligations indicated in item 1 hereof, the Obligor shall pay to the Contracting Authority a contractual penalty in the amount of PLN 50 000 (in words: fifty thousand Polish zloty).

If a violation of the obligations referred to above causes damage to the Contracting Authority which exceeds the amount of the stipulated contractual penalty, the Contracting Authority shall be entitled to claim compensation exceeding the amount of the stipulated contractual penalty.

The stipulated contractual penalty shall not prejudice the right of the Contracting Authority to demand cessation of infringements and removal of their effects.

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*(signature of Declarant)*