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| **Annex No. 6 to the Request for proposal no. 13 /1.1.1 PO IR/2019 –**  **Confidentiality declaration**  [Contractor's data]  **U Jędrusia Sp. z o.o.**  Przemęczanki 32  32 - 107 Radziemice  Correspondence address:  Morawica 306  32-060 Liszki  **CONFIDENTIALITY**  **DECLARATION**  Acting on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "***Contractor***"), I/we hereby  **declare** that   1. The Contractor and the person(s) signing this Confidentiality Declaration (hereinafter: "***Declaration***") undertake(s) to keep strictly confidential all information and documents disclosed by the Ordering Party – U Jędrusia sp.z o.o. concluded, related or resulting from the Specification constituting a Detailed description of the subject of the contract (hereinafter: "***Specification***") provided by the Ordering Party in connection with the implementation of the Agreement concluded on the basis of the request for quotation No. 13/1.1.1 PO IR /2019 of 11.12.2019 2. The Confidentiality Declaration does not apply to information that (i) is or will become publicly known or publicly available in any other way than as a result of disclosure by the Contractor or any person (persons) associated with Contractor in violation of this Declaration; (ii) was known and disclosed to any person prior to disclosure by the Contractor, and the Contractor is able to prove it with conclusive evidence; (iii) are or become available to the Contractor or another person from a source other than the Ordering Party, provided that such source is not known to the Contractor and such person and has not reserved the confidentiality of the information provided; or (iv) have been developed independently by the Contractor or any other person without reference to this Declaration. 3. The Contractor and the person(s) signing this Declaration shall not duplicate, record, copy or distribute in any way and in any form, including in writing or electronically, the information contained in the Specification, or information related to or arising from the Specification, as well as any part or whole received Specification documents, unless such reproduction, recording or distribution is necessary for the proper performance of the Contract, 4. The Contractor and the person(s) signing this Declaration undertake not to use the information and documents from the Specification and the Specification itself for purposes other than the due performance of obligations arising from the offer inquiry No. 13/1.1.1 PO IR /2019 of 11.12.2019   The Contractor may disclose the information and documents referred to in points 1 and 2 above only:   1. to his employees, associates and subcontractors only to the extent necessary to perform the Agreement, provided that these entities are obliged in writing to comply with the above information and documents, secretly, on principles analogous to or safeguarding the interests of the Ordering Party, at least to the extent that is apparent from this Declaration, 2. at the request of the competent state authorities or authorized entities in the performance of obligations imposed by law. The Contractor shall immediately inform the Ordering Party of any disclosure of information or documents in accordance with the preceding sentence, unless this would be contrary to generally applicable law. 3. Apart from the cases specified in point 1 and 2 above, the Contractor may disclose information and documents only with the written consent of the Ordering Party, under pain of nullity.   This commitment is of an indefinite nature and apply for five (5) years from the last date of receipt of confidential information.  The Contractor declares that under the terms of applicable law or this Declaration, he is liable for damage caused by unlawful or contrary to this Declaration, disclosure, use or obtaining information and documents or the Specification itself, in particular resulting from the transfer or sharing of the above information and documents to unauthorized entities or for the lack of adequate security of information and documents against access by unauthorized entities.  In the event of breach by the Contractor of the confidentiality obligation referred to above, the Contractor undertakes to pay the Ordering Party – U Jędrusia sp.z o.o. a contractual penalty in the amount of *PLN 1,000,000.00 (say: one million)* for each case of violation. The Ordering Party is entitled to claim compensation exceeding the contractual penalty on general principles.  ……………… …………………..  *(place and date)*  *(signature of authorized*  *persons to represent the Contractor)*  *to represent the Contractor)* |