

ANNEX V(a)

UNDERTAKING OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FOR THE CONTRACTOR

Following the award by Cedefop to (**contractor**) of the **framework service contract No** (hereinafter called “contract”) and for the implementation of this contract, Cedefop will provide to (**contractor**) access to internal information and personal data which includes but is not limited to:

Without prejudice to the relevant provisions of the above-mentioned Framework Service Contract, in particular **Article II.8**, (**contractor**) reiterates its commitment to treat in the strictest confidence and not make use of or disclose to third parties any information and/or documents which are linked to the performance of the tasks undertaken in the context of the aforementioned contract without the prior written authorisation by Cedefop. The non-disclosure of all matters related to the aforementioned contract includes also information and/or documents obtained prior to the date of signature of this undertaking. (**contractor**) shall continue to be bound by this undertaking after completion of the tasks in subject assigned by Cedefop.

..... (**contractor**) shall ensure that each member of its staff, board and directors will respect the confidentiality of any information which is linked, directly or indirectly, to the tasks related to the aforementioned contract, they will comply with [Regulation \(EU\) 2016/679](#) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and will not disclose to third parties or use for their own benefit or that of any third party any information and/or document not available publicly, even after completion of the tasks.

For this purpose, (**contractor**) will obtain from each member of its staff, board and directors an undertaking of confidentiality in this respect.

Should (**contractor**) and/or its employees assigned to Cedefop breach this undertaking of confidentiality and non-disclosure agreement

, (**contractor**) shall be liable for any damages caused to Cedefop according to the provisions foreseen by the relevant legislation in force.

Signed by the legal representative of (**contractor**)

Name + function:

Signature + stamp

Date of signature

ANNEX V (b)

UNDERTAKING OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FOR CONTRACTOR'S STAFF

Following the award by Cedefop to (**contractor**) of the **framework service contract No.....** (hereinafter called "contract") and for the implementation of this contract, Cedefop will provide to **Ms/Mr.** (staff member of) access to internal information and personal data which includes but is not limited to:

I, the undersigned, declare that I undertake to treat in the strictest confidence and not make use of or disclose to third parties any information and/or documents which are linked to the performance of the tasks undertaken in the context of the aforementioned contract without the prior written authorisation by Cedefop. The non-disclosure of all matters related to the aforementioned contract includes also information and/or documents obtained prior to the date of signature of this undertaking. I shall continue to be bound by this undertaking after completion of the tasks assigned to me by (**contractor**) through its contract with Cedefop.

Signed by, who is among the staff members of (**contractor**), assigned to Cedefop for the implementation of the contract

Name:

Signature

Date of signature