



Annex 2

Agreement for dealing with confidential information for the preparation of the proposal no. _____, or for the execution of the works included in the contract no. _____

(Place, date)



Agreement For Dealing With Confidential Information

It is established that _____ shall provide to _____ (to You or to the Company you represent) technical information or shall ask you to provide information to _____ charged against _____.

All verbal or written data and information from _____ which may come to your knowledge in the scope of the annexed request for proposal or contract shall be considered as Confidential Information for the purposes herein described.

Regarding all of these types of information, whether verbal or written, both parties agree to the following:

1 The recipients of the information take on the obligation to:

- a) Use the confidential information provided to them solely for the provision of the service for which it is meant, using all available means to prevent such information to be _____ used _____ otherwise. In this sense, all intellectual property rights and other property rights to the information that each party provides to the other, as well as the media containing that information, shall continue to belong to each of them; the information exchange shall not imply any _____ transfer _____ of _____ its _____ ownership. The parties agree to protect, as far as possible, the information received from one another from theft, removal or loss.
- b) Not to disclose, directly or by means of its employees or associated third parties, any information considered confidential in the scope of the activity to be contracted. For that purpose, any disclosure of the confidential information to third parties shall be previously expressly authorized in writing by _____.
- c) To protect the confidential information by adopting the required security and protection measures, according to the Scots laws and regulations in force regarding Data Protection.

2.- _____ shall return to _____ all written Confidential Information it may have within a maximum period of TEN days counting from the date in which _____ so requests it, without keeping any copies or any other type of reproduction of the said Confidential Information.

3.- Non-compliance with any of the above shall imply the payment of the corresponding compensation for the damages and losses caused by the parties.



4.- The parties agree that any dispute, disagreement, question or complaint arising from the execution or interpretation of the present contract or in relation to it, whether directly or indirectly, shall be subject to the non-exclusive jurisdiction of the Scottish courts.

Officer:
Date:

Officer:
Date: