

Contracting Parties:

1. **THE CITY OF NOVI SAD**, 2, Žarka Zrenjanina Street, Novi Sad, ID Number: 08965498, TIN: 109924914, represented by the Mayor of the City of Novi Sad (hereinafter referred as the: Grantor)

and

2. _____, ID Number: _____, TIN: _____ with the seat in _____ at the address _____, represented by _____ (hereinafter referred as the: Interested Party),

Concluded in Novi Sad on ____ 2019

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

INTRODUCTORY NOTES

Article 1

The Contracting Parties previously state that:

- On December 12th, 2019. a procedure for granting a concession for the design, construction management and maintenance of public garages at the territory of the City of Novi Sad, code: JP-K-2/2019-G started by the announcement of a Public Invitation as specified in the Article 22 of the Law on Public-Private Partnership and Concessions (*“The Official Gazette of the Republic of Serbia”*, Nos. 88/11, 15/16 and 104/16) (hereinafter referred as the: Procedure for Granting a Concession),
- The Interested Party has shown intention to participate in the Procedure for Granting a Concession by applying for Tender Documentation,
- The precondition for obtaining Tender Documentation is the conclusion of this Contract between the Grantor and the Interested Party.

SUBJECT MATTER OF THE AGREEMENT

Article 2

The subject matter of this Agreement is confidentiality and non-disclosure of business secrets that the Grantor has made available to the Interested Party in the Procedure for Granting a Concession.

CONFIDENTIAL INFORMATION

Article 3

Confidential Information shall mean all data, information, electronic data or facts about the Grantor or other information not known to third parties and/or all information that the Grantor has made available to the Interested Party during the Procedure for Granting a Concession in oral, written,

magnetic, electronic or any other form no matter whether or not these have been specifically labelled as confidential (hereinafter referred to as the: Confidential Information).

OBLIGATIONS OF THE INTERESTED PARTY

Article 4

The Interested Party shall be obliged to keep Confidential Information made available to it by the Grantor during the Procedure for Granting a Concession as strictly confidential in compliance with the terms and conditions of this Agreement.

The Interested Party shall agree to acknowledge Confidential Information as the Grantor's business secret and that it shall be kept confidential and that it shall not be used for any other purposes except in the connection with the Procedure for Granting a Concession. The Interested Party shall not disclose, publish or otherwise make available to any third party any Confidential Information communicated to it by the Grantor without prior approval of the City Council of the City of Novi Sad issued in writing not only in the duration of the Procedure for Granting a Concession but also after it except to those associates and employees who have to receive and consider it as the part of their duties. In such a case, the Interested Party shall be obliged to notify all such persons about the nature of Confidential Information and assume full responsibility for any breach of confidentiality by such persons.

The Interested Party shall be obliged to keep Confidential Information in accordance with measures that ensure administrative, physical and technical safety of Confidential Information that is in line with basic criteria defined in current laws and regulations protecting Confidential Information against disclosure, abuse, damage, destruction, loss or theft (hereinafter referred as the: Unauthorised Access).

At the request of the Grantor, the Interested Party shall return Confidential Information received in writing, as well as personal notes related to the Procedure for Granting a Concession within the period of 10 (in writing: ten) days after the receipt of the request from the Grantor without retaining any copies, excerpts or other reproductions of the whole or the parts of Confidential Information. In case of the receipt of such a request, the Interested Party shall immediately destroy Confidential Information, as well as personal notes related to the Procedure for Granting a Concession.

In case of the return or destruction of Confidential Information referred to in the paragraph 4 of this Article, the Interested Party shall be obliged to respect the obligation referred to in the paragraph 2 of this Article.

The Interested Party shall be allowed to disclose Confidential Information for the purpose of complying with legal requirements requested by the competent court or some other government body if it has previously notified the Grantor about these circumstances before disclosure so that the Grantor gets an opportunity to defend and protect itself or to restrict such spreading and disclosure provided the Interested Party shall disclose only the part of Confidential Information that it is legally obliged to disclose.

The obligations under this Agreement shall remain in full force for an indefinite period of time and they shall be terminated only with the written consent of the Grantor.

CONSEQUENCES OF THE FAILURE TO FULFIL OBLIGATIONS

Article 5

The Interested Party shall be responsible for any unauthorised handling of the Confidential Information and in such a case the Interested Party shall be obliged to pay to the Grantor a contractual penalty in the amount of EUR 100,000.00 (in writing: one hundred thousand and 00/100 euros) in RSD equivalent at the middle exchange rate of the National Bank Serbia on the day of payment. However, this shall not exclude the right of the Grantor to claim the difference up to full compensation of the damage if the damage suffered by the Grantor exceeds the amount of the contractual penalty.

SEVERABILITY

Article 6

If a court determines that any of the provisions of this Agreement has become null and void, this Agreement and its remaining Articles shall remain in full force and effect and shall be applicable as if such a null and void Article has never been agreed except in case this Agreement cannot survive without such a provision and it is a condition precedent for this Agreement or a decisive motive for its conclusion. The Contracting Parties have agreed to replace any null and void provision with a provision that achieves economic, legal and commercial objectives of the null and void provision.

OTHER PROVISIONS

Article 7

This Agreement shall be binding and shall also be applicable to successors and assigns of the Contracting Parties hereto. No provision explicitly or tacitly contained in this Agreement shall be construed to create any rights, obligations or liabilities for any third party other than Contracting Parties hereto and their successors and assigns.

All subsequent amendments and supplements to this Agreement shall be valid only if they are made in writing and if they are signed by both Contracting Parties hereto.

APPLICATION OF THE LAW ON CONTRACTS AND TORTS

Article 8

For all the matters that have not been governed by this Agreement, the Law on Contract and Torts and other positive regulations governing this type of relationship shall be applicable.

RESOLUTION OF DISPUTES

Article 9

The Contracting Parties have agreed to resolve all disputes arising from or in the connection with this Agreement in a friendly manner.

In the event of a dispute that cannot be resolved in the manner referred to in the paragraph 1 of this Article, the dispute shall be settled before the competent court in Novi Sad.

COUNTERPARTS

Article 10

This Agreement has been made in 4 (in writing: four) identical copies of which 2 (in writing: two) copies shall be retained by the Grantor and 2 (in writing: two) copies shall be retained by the Interested Party.

THE GRANTOR

THE INTERESTED PARTY
