

The Parties herein:

1. **CITY OF NOVI SAD**, 1 Slobode Sq, Novi Sad, Identification Number: 08965498, Tax Identification Number: 109924914, represented by the Mayor Miloš Vučević (hereinafter referred to as: Concedent)

and

2. _____,
Identification Number: _____, Tax Identification Number: _____, based in
_____, address _____,
represented by _____ (hereinafter referred to as: Bidder),

on ___/_____/2019, in Novi Sad, concluded the following

CONTRACT ON SECRET AND CONFIDENTIAL DATA SAFEKEEPING

INTRODUCTORY REMARKS

Article 1

The Parties had previously jointly ascertained:

- that on January 25th 2019, the procedure for awarding the concession for performing the pharmaceutical healthcare activities on the territory of the City of Novi Sad, code: JP-K-1/2019-FZD, was initiated by announcing the public call in the manner prescribed by the Article 22 of the Law on public-private partnership and concessions ("RS Official Gazette" No. 88/11, 15/16 and 104/16) (hereinafter referred to as: Procedure of awarding the concession),
- that the Bidder has showed the intention to participate in the Procedure of awarding the concession by submitting the request for obtaining the tender documentation,
- that the preceding condition for obtaining the tender documentation is to conclude this contract between the Concedent and the Bidder.

SUBJECT OF THE CONTRACT

Article 2

The subject of the contract is to safeguard the secret and of confidential data made accessible by the Concedent to the Bidder during the Procedure of awarding the concession.

CONFIDENTIAL DATA

Article 3

Under the confidential data, are to be included all the data, information, electronic data or facts on the Concedent or on the Healthcare Institution Apoteka Novi Sad, 10 Narodnog Fronta Str, Novi Sad, Identification Number: 08042560, Tax Identification Number: 101698657, which are not known to third parties, i.e. all the data that Concedent makes accessible during the Procedure of awarding the concession to the Bidder in verbal, written, magnetic, electronic or some other form, regardless whether they are particularly marked as confidential (hereinafter referred to as: Confidential Data).

BIDDER'S OBLIGATIONS
Article 4

The Bidder shall be obligated that the Confidential Data provided during the Procedure of awarding the concession by the Concedent be kept strictly confidential, in accordance with the terms of this contract.

The Bidder hereby agrees to regard the Confidential Data as Concedent's secrets, to keep them as confidential, and not to use them for any purposes other than those related to the Procedure of awarding the concession. The Bidder shall not disclose, publish, nor otherwise make accessible to any party or person any piece of the Confidential Data provided by the Concedent, without prior consent by the Novi Sad City Council, issued in written form, both for the period of duration, and after the Procedure of awarding the concession, except to those associates and employees who need, within their duties, to receive and consider them. In such case, the Bidder commits to inform any such person on the nature of the Confidential Data and the Bidder accepts full responsibility for any violation of confidentiality by such persons.

The Bidder hereby commits to safeguard the Confidential Data in accordance with measures that provide administrative, physical and technical security of Confidential Data, all in accordance with basic criteria defined by the legislation and regulations currently in force protecting Confidential Data from disclosure, abuse, damage, destruction, loss or theft (hereinafter referred to as: Unauthorized Handling).

Per request of the Concedent, the Bidder will return all written Confidential Data, as well as personal notes regarding Procedure of awarding the concession, within 10 (ten) days from the day of the Concedent's request, without withholding any copies, excerpts or any other reproductions of wholes or its parts. In case such request is received, the Bidder shall destroy immediately all the Confidential Data, as well as personal notes regarding Procedure of awarding the concession.

In the event of returning or destroying the Confidential Data, from the Point 4 of this Article, the Bidder shall be obligated to observe the obligation from the Point 2 of this Article.

The Bidder can disclose the Confidential Data in order to meet legal requests by the competent court or state authority, provided that prior to such disclosure the Bidder had informed the Concedent on these circumstances, in order to enable the Bidder a possibility to defend and protect themselves, or limit further spreading and disclosure, under the condition the Bidder discloses only such part of the Confidential Data they are legally bound to disclose.

Obligations from this contract remain in force for the unlimited period of time and can be terminated only on the basis of the Concedent's written consent.

CONSEQUENCE OF FAILING TO MEET THE OBLIGATIONS
Article 5

The Bidder is responsible for any Unauthorized Handling of the data related to the Confidential Data, and in such case the Bidder is obligated to pay the Concedent the contractual sum of 55,000.00 (fifty five thousand and 00/100) Euros in Serbian Dinars (RSD) equivalent, at the middle exchange rate of the National Bank of Serbia on the day of the payment. This, however, does not exclude the right of the Concedent to demand the remainder difference up to the full compensation for the incurred damage, in case such damage incurred to the Provider exceeds the stated amount.

NULL AND VOID
Article 6

In the event of a court ruling that a provision of this contract is null and void, this contract and its remaining articles shall remain in force and will be implemented as if such null and void article had never been contracted, unless in the event the contract cannot further persist without such provision and in the event it had been the condition of this contract or its deciding motive. The Parties hereby agree to replace each provision rendered null and void with such a provision which, to the largest possible extent, achieves the economical, legal and commercial objectives of the replaced provision.

OTHER PROVISIONS
Article 7

This contract is binding and is in force also regarding legal and contractual successors of the Parties. No provision explicitly or tacitly contained within the contract cannot be interpreted so as to create any rights, obligations or responsibilities for any third party, except from the contractual Parties and their legal or contractual successors.

All subsequent changes and additions of this Contract shall be fully valid if made in written form and signed by both Parties.

APPLICATION OF THE LAW ON OBLIGATIONS
Article 8

The Law on obligations, as well as other positive legal regulations defining this type of relations, shall be applied for all other matters not prescribed by this contract.

RESOLUTION OF DISPUTES
Article 9

The Parties concur to try to resolve by agreement any potential disputes regarding this contract.

In the event of a dispute which could not be resolved in the manner envisaged in Point 1 of this Article, the case is to be heard in accordance to the subject-matter jurisdiction of the competent court in Novi Sad

NUMBER OF COPIES
Article 10

This Contract is made in 4 (four) identical copies, of which 2 (two) copies are for the Concedent and 2 (two) for the Bidder.

CONCEDENT

BIDDER

