

Statement on Confidential Data Safekeeping

Statement given by:

_____, based in _____, St. _____, No.____, Identification Number: _____, Tax Identification Number: _____, represented by _____ in the capacity of _____ (hereinafter referred to as: Recipient),

for the benefit of:

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: Provider)

1. The Recipient hereby confirms and accepts to be granted by the Provider the access to relevant documentation regarding the Non-binding public call for collection of letters of interest for development and construction in the area of the Dunav-Tisa-Dunav Channel confluence into the River Danube, call code: NJP-3/19 (hereinafter referred to as: Call). Under the confidential data, in terms of this statement, are to be included all the data, information, electronic data or facts on Provider which are not known to third parties, i.e. all the data that Provider make accessible to the Recipient in verbal, written, magnetic, electronic or some other form, regardless whether they are particularly marked as confidential (hereinafter referred to as: Confidential Data).
2. By signing this statement, the Recipient confirms that the Confidential Data provided by the Provider to the Recipient will be kept strictly confidential, in accordance with the terms of this statement.
3. The Recipient hereby declares that they agree to regard the Confidential Data as Provider's secrets, to keep them as confidential, not to use them in any other purposes other than those related to the Call. The Recipient shall not disclose, publish, nor otherwise make accessible to any party or person any piece of the Confidential Data, without prior consent by the Providers, issued in written form, both for the period of duration, and after the Call, except to the associates and employees who need, within their duties, to receive and consider them. In such case, the Recipient commits to inform any such person on the nature of the Confidential Data and the Recipient accepts full responsibility for any violation of confidentiality by such persons.
4. The Recipient 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, misuse, damage, destruction, loss or theft (hereinafter referred to as: Unauthorized Handling).
5. The above stated terms shall not be related to the Confidential Data that:
 - are in public domain prior to their disclosure or become publicly known in other manner, and not due to Recipient's fault,
 - are known to the Recipient prior to the date this statement is in force without any obligation on their treatment as confidential

- have in a legal manner become accessible to the Recipient through a third party, which has no obligation whatsoever to treat them as confidential,
 - are generally known to the public.
6. Per request of the Provider, the Recipient will return all the written Confidential Data, as well as personal notes regarding the business of the Provider, within the 10 (ten) days from the day of the Provider's request, without withholding any copies, excerpts or any other reproductions of wholes or its parts. In case such request is received, the Recipient shall destroy immediately all the Confidential Data, as well as personal notes regarding the business of the Provider. Regardless whether the Confidential Data are destroyed or returned, the Recipient is obliged to observe Point 3 of this Statement.
 7. The Recipient can disclose the Confidential Data, per request of the responsible court or state authority, in accordance with the law, of which the Recipient's is obliged to inform the Provider, prior to such disclosure, in order to enable the Provider a possibility to defend and protect themselves, or limit further spreading and disclosure, under the condition the Recipient discloses only such part of the Confidential Data they are legally bound to disclose.
 8. The Recipient is responsible for any Unauthorized Handling of the data related to the Confidential Data, and in such case the Recipient is obliged to pay the Providers the 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, which does not exclude the right of the Provider 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.
 9. Obligations from this statement remain in force for the unlimited period of time and can be terminated only on the basis of the Provider's written consent.
 10. Obligations from this statement are subject to and interpreted by the regulations of the Republic of Serbia. In the event of a dispute, the case is to be heard in accordance to the subject-matter jurisdiction of the competent court in Novi Sad.

In Novi Sad, _____ 2019

Recipient:

*(legal person title; name, family name and capacity
of the person authorized for representing)*