

- A) The Agency is obliged due to the nature of its mandate to maintain the highest standards of security and confidentiality in the performance of its legal duties and obligations.
- B) The Agency shall protect the fundamental rights and freedoms of natural persons, and in particular their right to privacy with respect to the processing of personal data pursuant Regulation (EC) No 2018/1725 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data or any legal statute that may replace it.. Personal data processed under the FWC shall be confidential within the meaning of Regulation (EC) No 2018/1725.
- C) Each party possesses valuable information, technical knowledge, experience and data of a secret and confidential nature, which may be regarded as assets of scientific, business and commercial value;
- D) Without prejudice to Article I.10 of the FWC, in the context of the implementation of the FWC, both parties mutually agree to disclose such information to the other on the condition that the other party does not disclose the same to any third party, nor make use thereof in any manner except as set out below;
- E) Prior to the signature of the FWC, the contractor is required to sign this Non-Disclosure Agreement (NDA) with the Agency. The contractor may use the information received from the Agency in the context of the request for services of ECHA and the subsequent implementation of the FWC solely for the purpose of providing the services agreed upon in the FWC.

NOW IT IS HEREBY AGREED as follows:

1 CONFIDENTIAL INFORMATION

- 1.1 In this Agreement "Confidential Information" shall mean any and all information, know-how or data relating to the FWC which is disclosed or given by either party to the other party either directly or indirectly, whether in writing or by any other means, that is marked as confidential.
- 1.2 The information mentioned in E) above is considered by the Agency as confidential.

2 UNDERTAKING

- 2.1 In consideration of the disclosure of Confidential Information by either party to the other, each party undertakes to treat as strictly confidential and not divulge to any third party any of the Confidential Information disclosed by the other and not to make use of any such Confidential Information, without the other party's prior written consent.
- 2.2 In the event of either party visiting the establishment of the other, the visiting party undertakes that any further Confidential Information which may come to its knowledge as a result of such visit, shall be kept strictly