

## Europol Public Information

and/or services performed for Europol are also forbidden. The Contractor must also inform its *Personnel* that breaches of the obligation of confidentiality and discretion may result in damages to Europol and/or Europol partners. Consequently Europol and/or the party affected by the breach will be entitled to bring a claim for equitable relief and/or criminal proceedings before a court of competent jurisdiction.

9. If the *Contractor* acts in conflict with a provision of this Article, the *Contractor* shall in each case, without any summons or notice of default being required, forfeit to Europol on demand an amount, which is not less than three (3) times the total price of the *Specific Contract* or *Purchase Order* up to the maximum amount of 50.000 EURO (fifty thousand EURO) per event and the overall maximum of 150.000 EURO (one hundred and fifty thousand EURO) per calendar year. Penalties shall only be forfeited if justified by the nature of the violation, taking into account Europol's particular interest in confidentiality. This penalty does not affect the other rights of Europol, including the right to compensation for damages.

### Article II-16

#### *Use, distribution and publication of information*

1. The *Contractor* acknowledges that Europol has legal obligations to disclose and publish details related to the implementation of the *Framework Contract*, as a consequence of its obligation to ensure transparency of expenditure of the European Union budget. The *Contractor* hereby authorises Europol to process, use, distribute and publish data contained in or relating to the *Framework Contract* and implementing *Specific Contract(s)* and/or *Purchase Order(s)*, in particular the identity of the *Contractor*, the subject matter, the duration, the amount paid and the reports. Where *Personal data* is concerned, Article II-17 ("Data protection") shall apply.
2. Any distribution and/or publication of information relating to the *Framework Contract* and/or any *Specific Contract(s)* or *Purchase Order (s)* by the *Contractor* shall require prior written permission from Europol. Europol is entitled to stipulate conditions when granting permission. It shall state that the opinions expressed are those of the *Contractor* only and do not represent Europol's official position.
3. Use of information obtained by the *Contractor* while performing its contractual obligations for Europol for any other purpose except contractual performance is forbidden, unless Europol has given prior explicit written authorisation to the contrary.

### Article II-17

#### *Data protection*

#### **II.17.1 Processing of Personal data by Europol**

1. In processing any *Personal data* in relation to the *Framework Contract*, including its implementation, Europol is bound by the data protection rules imposed by the Europol Regulation and the direct application of Regulation (EU) No 2018/1725<sup>23</sup> to all administrative *Personal data* held by Europol.

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<sup>23</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision 1247/2002/EC.