

Date: 31. maj 2023

Mutual confidentiality agreement

**KONKURRENCE- OG
FORBRUGERSTYRELSEN**

This agreement is made between:

The Danish Competition and Consumer Authority
Carl Jacobsens Vej 35
DK - 2500 Valby
CVR: 10294819

**ERHVERVS- OG
VÆKSTMINISTERIET**

and

[Consultant]

[Consultant] is in this assignment represented by:

[Name]

[Name]

1. Background

The Danish Competition and Consumer Authority, hence forth mentioned as the Authority, wishes to purchase access to an online software service for data visualization (infographics) on The Danish Competition and Consumer Authority's websites. To fulfill his obligations in connection to the purchase of consultancy services the [Consultant] will be granted access to sensitive information regarding the Authority.

The information, material, data and knowledge [Consultant] obtains about the Authority is to be considered confidential.

2. Confidentiality

Any information and material provided to [Consultant] for the preparation and implementation of the agreement, if an agreement is reached, shall be treated as strictly confidential. Information and materials must be kept and treated in a way that secures this, and [Consultant] must take adequate measures to prevent unauthorized access to information and material.

[Consultant] is responsible for keeping all received information and material as strictly confidential from the time of receipt and will therefore in no way share this information to any third party, unless prior consent has been obtained from the Authority in each specific case, and [Consultant] must not use the information and material received from the Authority or any of the Danish Competition and Consumer Authority suppliers for any purpose other than those mentioned in section 1.

[Consultant] may only disclose the information or material received from the Authority to trusted employees in order to perform the tasks necessary to prepare and comply with the potential future agreement with the Authority [Consultant]. It is a prerequisite for any such disclosure that the recipients are bound by a confidentiality obligation corresponding to this agreement.

Reference is also made to section 152a of the Danish Penal Code on confidentiality.

3. Rights to confidential information

The material which [Consultant] receives from the Authority in order to carry out the tasks relating to the preparation and execution of the potential future agreement between the Authority and [Consultant] belongs to the Danish Competition and Consumer Authority or third parties. Nothing in this agreement gives the [Consultant] rights to the material.

4. Duration of the agreement

This agreement and its obligations shall remain in force hence forth and cannot be terminated or annulled irrespective of whether or not the Authority enters an agreement with consultant.

5. Disputes

The agreement is governed by Danish law. Any dispute between [Consultant] and the Danish Competition and Consumer Authority shall be decided by an arbitration tribunal set up by the Danish Arbitration Institution in accordance with the rules for the handling of cases under the General Danish Arbitration Tribunal in Denmark.

6. Signature

This agreement has been signed in two original copies, and each party has received one copy.

For [Consulant]

For the Danish Competition and Consumer Authority

Date:

Date:

Name:

Name:

Signature

Signature