

Signed by staff member (dated ≤ 30 days before submission):

ANNEX II: NDA

Tender for the selection of a consultant for the Study *Labor Efficiency Evaluation*

Non-Disclosure Agreements (NDA)

Confidentiality Clause

1. The Consultant shall keep all information it receives from Piraeus Port Authority S.A. (ΟΛΠ Α.Ε.) or comes in its possession while providing its consulting Services/participating in the tender, strictly confidential with respect to the General Data Protection Regulation (GDPR) 2016/679 EU and shall not use it for its own purposes. In the event that the consultant candidate breaches its confidentiality obligation, it shall be directly liable towards Piraeus Port Authority S.A. (ΟΛΠ Α.Ε.), may claim compensation for any damages it may sustain, request that confidential information is no longer communicated and instruct that it does not reoccur in the future.
2. The confidentiality obligation pertaining to any Confidential information coming to the Insurance Company's attention, its personnel and Delegates, shall be effective throughout the term of the present procedure and also survive the termination of the THIS TENDER and quote procedure for up to 3 years, howsoever occurring, unless they involve:
 - a. information accessible through bibliography and in any case not as a result of a breach of the consultant's obligations,
 - b. information that was already legally known to the consultant, prior to the execution of the present THIS TENDER and quote procedure, as evidenced by the consultants written records,
 - c. information that became known to the consultant, after the termination of the THIS TENDER and quote procedure as evidenced by the consultants written records by another source and not Piraeus Port Authority S.A. (ΟΛΠ Α.Ε.)
 - d. information for which the consultant has a disclosure obligation, in compliance with any legal provisions or within the scope of implementing any Court ruling, order of a district attorney or other binding decision of any foreign governmental agency, administrative or regulatory authority.
3. In the event that the consultant breaches its obligations, undertaken by virtue of the present clause, Piraeus Port Authority S.A. (ΟΛΠ Α.Ε.) is entitled to claim compensation for any damages may sustain, without limitation, request that confidential information is no longer communicated and instruct that it does not reoccur in the future. All Parties shall promptly inform each or her and in any case within 48 hours, in the event of any unlawful disclosure of confidential information pertaining to it, by making a specific reference to the incident and the action taken in the meantime for the restoration of the loss or falsification of data belonging to Piraeus Port Authority S.A. (ΟΛΠ Α.Ε.), and shall work together, providing every possible assistance to each other, in order to end the violation and avoid or minimize any adverse consequences. Given the difficulty to prove the extent of the damages, in the event of a breach of the confidentiality clause, Piraeus Port Authority S.A. (ΟΛΠ Α.Ε.), explicitly reserves every other legal right.

Name:

Date:

Authorized Representative: Signature/

Stamp