

European Capital of Democracy Confidentiality Agreement

The following Confidentiality Agreement (hereinafter referred to as the “Agreement”) applies to the cooperation with ECoD gemeinnützige GmbH.

The terms used in this document shall have the meaning as defined in the Glossary in the section “Glossary” of the Call.

This Agreement is entered into by

A) ECoD NPO:

ECoD gemeinnützige GmbH, Ungargasse 59-61, 1030 Vienna, Austria
(hereinafter referred to as “ECoD NPO”),
represented by the (signing) person in charge, CEO Stefan Sindelar, and:

B) The Partner:

Name: _____

Address: _____

Organisation: _____

Function with respect to ECoD NPO: _____

(hereinafter referred to as “Partner”)

1. This Confidentiality Agreement applies equally to all natural and legal persons involved in the ECoD Call or the ECoD Initiative that may become aware of confidential information within the meaning of this Agreement, i.e. ECoD NPO employees, contractors, ECoD NPO Advisory Board members, ECoD NPO Experts' Jury members and all Participants such as Interested Cities, Member Cities, Nominee Cities and the City-Designate.
2. Unless otherwise provided for in this Agreement, all documents and information that the Partner receives or becomes aware of, directly or indirectly, in connection with the activities of ECoD NPO shall be considered confidential information and must be kept secret at all times and may not be made accessible or disclosed to any unauthorised person. An unauthorised person is any person or party with no operative connection to the ECoD NPO's activities. ECoD NPO has a legitimate interest in keeping ALL of its documents and information confidential, even if they are not expressly marked as secret.
3. The Partner shall take appropriate measures to ensure that confidential information does not come to the knowledge of unauthorised persons. In particular, the Partner undertakes to keep the confidential information in a safe place.
4. Confidential information also includes, in particular but not exclusively, all unpublished or not publicly known documents and information related to ECoD NPO employees, contractors, service or business contracts, drafts of documents, the ECoD Call, ECoD Initiative, ECoD Network, all Participants such as Interested Cities, Member Cities, Nominee Cities and the City-Designate and third parties with whom the ECoD NPO cooperates.
5. A confidentiality obligation within the meaning of this Agreement shall not exist or shall expire as soon as the relevant documents or information in connection with the ECoD Call or the ECoD Initiative have been published by ECoD NPO as planned. There shall also be no obligation to maintain confidentiality of information that is generally known or already public or which the Partner is obliged to disclose based on mandatory statutory provisions.
6. ECoD NPO may at any time require the Partner to return to ECoD NPO all documents and copies and records of the confidential information. All documents containing confidential information shall be returned to ECoD NPO immediately, without separate request, as soon as they are no longer required for the performance of the Partner's contractual activities. Copies of such documents, in whatever form, may not be retained and must be rendered permanently unusable.
7. The Partner is obliged to impose all confidentiality obligations arising from this Agreement on all persons within its sphere of influence who need to have access to confidential information within the meaning of this Agreement for the purpose of fulfilling the Partner's contractual obligations, in particular employees and vicarious agents, by written agreement. The same applies to the Participants with regard to their employees and agents acting to implement participation in the ECoD Call or the ECoD Initiative.

8. The Partner is obliged to comply with all applicable data protection regulations, in particular the General Data Protection Regulation (GDPR) and the Data Protection Act, and will take all necessary precautions to ensure compliance with all related requirements. Therefore, the Partner is obliged to treat personal data of which they become aware in connection with the activity for the ECoD Call or the ECoD Initiative as strictly confidential and not to disclose it to third parties and to comply with all restrictions that apply to the use of such data in accordance with the applicable law.
9. The Partner shall be liable to ECoD NPO for any disadvantages, damages and losses resulting from the breach of the obligations under this Agreement. Furthermore, the Partner shall indemnify and hold ECoD NPO harmless (“schad- und klaglos”) from any damages and claims asserted against ECoD NPO by third parties arising from or in connection with the breach of this Agreement by the Partner.
10. The obligations under this Agreement shall not be affected by the termination of the cooperation between ECoD NPO and the Partner and shall continue for an indefinite period beyond the end of any kind of cooperation, in particular such as termination of agreements, contracts and/or membership in any Jury or legal body of ECoD NPO. These obligations shall also not be affected by the termination or revocation of the ECoD Call or ECoD Initiative, expiry of the ECoD title, non-acceptance or revocation of the application and/or non-acceptance or revocation of the City as a member of the ECoD Network, non-inclusion or revocation as Nominee City in the Shortlist, termination or revocation of the membership in the ECoD Network and any other termination of the cooperation.
11. This Confidentiality Agreement shall be governed by Austrian law to the exclusion of the conflict-of-law rules of private international law. For all disputes between the parties arising from or in connection with this Agreement, including its effectiveness, which cannot be settled amicably, the exclusive local and international jurisdiction of the competent court having subject-matter jurisdiction for the first district of Vienna is expressly agreed.

Place (city/town) and date of signature

Place (city/town) and date of signature

Signature of Partner

Signature of Representative of ECoD NPO