



Ministry of Infrastructure  
and Water Management

# Annex – Non-Disclosure Agreement candidate-(E)ETS-providers Temporary Tol

Annex to Practical Information Accreditation and  
Toll services

26-01-2024

# Inhoudsopgave

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## UNDERSIGNED

[●] [legal form, name, having its registered office in (place) and its place of business in (postcode and city) to (address), validly represented for this purpose by (name of authorized director/ authorized manager], hereinafter referred to as: “**Candidate (E)ETS-Provider**”.

## DECLARES THE FOLLOWING

# 1 Purport of the Non-Disclosure Agreement

This is a Non-Disclosure Agreement as referred to in Article 39.3 of the EETS Domain Statement Blankenburgverbinding (hereinafter referred to as: the “**EDS BBV**”), version 1.0 dated 10 October 2023.

## 2 Definitions

The capitalised terms used in this Non-Disclosure Agreement which are not defined elsewhere in this Non-Disclosure Agreement shall have the meaning given to them in the EDS BBV, unless this Non-Disclosure Agreement expressly provides otherwise.

## 3 Obligation to Confidentiality

- 3.1 The Candidate (E)ETS-Provider undertakes to keep Confidential Information strictly confidential. With regard to the Confidential Information or any part thereof, including, but not limited to, the Practical Information on Accreditation and Toll Services (PIAT) received by the Candidate (E)ETS Provider from or on behalf of the Toll Charger in the context of the accreditation for the Blankenburgverbinding EETS Domain, the Candidate-(E)ETS Provider is not allowed, without the prior and written consent of the Toll Charger, to, either directly or indirectly, such as through an intermediary or a legal entity in which the Candidate-(E)ETS Provider is a shareholder, director or otherwise involved:
- (i) using any part of the Confidential Information other than in the context of accreditation or providing services in the Blankenburgverbinding EETS Domain, or for a purpose other than discussions on the (E)ETS Agreement;
  - (ii) disclosing any part of the Confidential Information to third parties other than those natural or legal persons who, by virtue of their position, professional relationship or direct or indirect contractual relationship with the Candidate (E)ETS Provider, must have access to Confidential Information in the context of accreditation or providing services in the Blankenburgverbinding EETS Domain. To the extent that the natural or legal persons referred to in this paragraph are not bound by legal professional secrecy by virtue of their professional activity and for that reason would not disclose Confidential Information due to a professional duty, those natural or legal persons must expressly declare in writing that they are bound by the obligations of this Non-Disclosure Agreement. The Candidate (E)ETS Provider ensures that the natural or legal persons referred to in this paragraph, whom it involves in the accreditation and discussion of the (E)ETS Agreement, comply with the obligations contained in this Non-Disclosure Agreement.

- 3.2 The Candidate (E)ETS Provider shall take all measures necessary to:
- (i) prevent the disclosure of Confidential Information in breach of this Article 3; and
  - (ii) to ensure compliance with the terms of this Article 3 by itself and by the natural or legal persons referred to in Article 3.1 of this Non-Disclosure Agreement under (ii).
- 3.3 The confidentiality obligations under Article 3.1 parts (i) and (ii) shall not apply if the information:
- (i) is available to the public without being the result of an unauthorized disclosure of that information in breach of Article 3 by the Candidate (E)ETS Provider or by any person to whom it has made Confidential Information available;
  - (ii) was already known to the Candidate (E)ETS Provider at the time that information was provided to it;
  - (iii) was provided to the Candidate (E)ETS Provider on a non-confidential basis by a third party that lawfully possesses such information and is entitled to disclose such information;
  - (iv) is subject to the obligation to be disclosed:
    - a. pursuant to Laws and Regulations;
    - b. in the context of administrative oversight, parliamentary control or other democratic accountability;
    - c. pursuant to a court order.
- 3.4 Except in the cases referred to in Article 3.3, the Candidate (E)ETS Provider shall consult with the Toll charger before disclosing Confidential Information.
- 3.5 If disclosure of Confidential Information by the Candidate (E)ETS is required under Article 3.3, part (iv), then:
- (i) Prior to such disclosure, the Candidate (E)ETS Provider shall immediately inform the Toll charger in writing of this disclosure obligation and of the requested documents to be disclosed, and the (E)ETS Provider shall consult with the Toll charger on the timing and content of the disclosure;
  - (ii) the Candidate (E)ETS Provider shall disclose only that part of the Confidential Information for which it is required by Laws and Regulations, administrative oversight, parliamentary control, other democratic accountability or court order;
  - (iii) the Candidate (E)ETS Provider shall endeavor to ensure, as far as possible, confidential treatment of the Confidential Information.
- 3.6 The obligations in this Article 3 shall apply for a period of 10 years and shall continue to apply after (early) termination of the accreditation process, unless explicitly agreed otherwise in consultation with the Toll charger. Upon signature of the (E)ETS Agreement, they shall be replaced by the confidentiality provisions in Article 9 of the EDS BBV.

## 4 Return of confidential information

All Confidential Information shall, in the event of early termination of the accreditation process, be immediately returned and/or destroyed and/or deleted by the Candidate (E)ETS Provider at the Toll charger's first request, including all physical or electronic copies made of the Confidential Information.

## 5 No rights or license

All Confidential Information and the intellectual rights thereto shall at all times remain the property of the Toll charger. No rights or licences, whether explicit or implicit, are granted to the Candidate (E)ETS Provider with regard to the Confidential Information or any part thereof.

## 6 Indemnification

The Candidate (E)ETS Provider indemnifies the Toll charger for any claims, liability, third-party damages and costs that the Toll charger may suffer or incur as a result of any breach of this Non-Disclosure Agreement.

## 7 Governing law

This Non-Disclosure Agreement is governed exclusively by the laws of the Netherlands with the express exclusion of rules of private international law, including the United Nations Convention on Contracts for the International Sale of Goods.

Disputes regarding this confidentiality agreement shall be submitted to the competent court in The Hague.

For and on behalf of the  
Candidate (E)ETS Provider

[Name and title]

This is a publication of:

Ministry of Infrastructure and Water Management  
PO Box 20901 | 2500 EX The Hague | The Netherlands

[www.rijksoverheid.nl/ienw](http://www.rijksoverheid.nl/ienw)

January 2024