EIOPA-13/019-REV4

CONFIDENTIALITY UNDERTAKING

This Confidentiality Undertaking is made by:

(Title) …… *(Name)* …… *(Surname)*……
(*Organisation/Company*) ……
(*Country*) ……

I hereby declare to abide by the following arrangements:

§ 1 Definitions

Whenever used in this Confidentiality Undertaking, the following words and terms shall have the meaning set out below:

"EIOPA Activities" means, but not limited to, any activity related to *(project name)*…… in which I am involved in relation to my position and duties at the European Insurance and Occupational Pensions Authority (EIOPA), such as meetings with EIOPA staff members or external stakeholders, including preparation of, and follow-up on such meetings, attendance at *(project name)*…….....
discussions or other related activity held at EIOPA's Board of Supervisors or Management Board, working groups, committees, project groups, expert networks and colleges;

"Confidential Material" means confidential material, as defined in Article 2 of EIOPA Management Board Decision on Professional Secrecy and Confidentiality (EIOPA-MB-11/008), of which I acquire knowledge, either directly or indirectly, as a result of my involvement in EIOPA activities, and confidential material records or notes produced by me.

§ 2 Handling and use of Confidential Material

I acknowledge that in the course of my involvement in EIOPA Activities I may obtain Confidential Material relating to EIOPA and its internal affairs, and information about third parties and hereby undertake:

1. to treat all Confidential Material secure and to disclose it only to professionals who need to know it for the purpose of ensuring the performance of EIOPA activities and who are bound by professional secrecy obligations as laid down in EIOPA's legal framework or equivalent obligations toward EIOPA.

2. not to disclose, or authorise other person or entity to disclose, Confidential Material to a third party without EIOPA's prior written consent.
3. not to use, or authorise other person or entity to use, Confidential Material other than for the purposes of my work in connection with EIOPA activities.
4. to archive or dispose of Confidential Material in my possession, as soon as the relevant EIOPA activity is finalised.
5. to immediately return all electronic and hard-copy Confidential Materials in my possession to EIOPA upon termination of my involvement in EIOPA Activity.

§ 3 EIOPA's professional secrecy regime

I also understand that I am subject to the following decisions/rules:

- EIOPA Management Board Decision on Professional Secrecy and Confidentiality (EIOPA-MB-11/008), Article 70 of Regulation (EU) No 1094/2010, and Article 339 Treaty on the Functioning of the European Union;
- EIOPA Management Board Decision concerning the Protection of Information Systems and Information (EIOPA-MB-14/034)
- EIOPA Security Policy (POL/LSO/35)
- Information Security Working Instructions – Rules on Handling EIOPA Information and Documents (WOI/LSO/36)
- *(If relevant, add reference to constituent materials)* …… …… …… ……

This undertaking shall not be limited in time, but shall not apply to any document or information that I can reasonably prove was known to me before the date of this undertaking or which becomes public knowledge otherwise than as a result of a breach of any of the above undertakings.

I acknowledge that, where disclosure of the information I obtain is controlled by statutory provision, I may be prosecuted for wrongful disclosure.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO ITS TERMS.

I acknowledge having received a copy of this agreement and the (electronic) copy of the above mentioned EIOPA security rules and decisions, Article 70 of Regulation (EU) No 1094/2010, and Article 339 TFEU.

Signature	Date/ Place