

### **Staff Member Undertaking**

*The Service Provider (as defined below) shall obtain the undertaking herewith from any and all persons involved in the performance of the Assignment (having the meaning given in the Agreement as defined below) (each, a “**Staff Member**”), whether members of its own staff, the staff of subcontractors, or the staff of a group member or agent, and shall return it without delay to the Bank (as defined below) duly executed within one (1) week following the Effective Date stated in the relevant Contract, or within one (1) week of the Staff Member being engaged in the performance of the Services, if later.*

I,

..... (Name and function)

in the course of the execution of the Services under the agreement entered into between:

1 – The European Investment Bank (the “**Bank**”)

2 – [     ] (the “**Service Provider**”),

Dated [     ]

(the “**Agreement**”)

acknowledge that I may receive, or get acquainted with, or otherwise obtain, knowledge of information or documents of EIB that have a confidential and sometimes sensitive nature, including information prepared by myself or my company, and I will use IT systems, and may come into contact with persons having links (by employment, engagement or otherwise) to EIB.

By consequence, I **acknowledge and shall undertake** personally the following obligations:

1. I shall treat with strict confidentiality all information and documents that I will have obtained, will become acquainted with or will otherwise have obtained knowledge of, whether received on purpose or accidentally, and also all information or documents produced by me; I will only use such information and documents for the purpose of EIB, not communicate or forward it to any other person than those employed, contracted or otherwise engaged by EIB and bound by similar confidentiality obligation; in case of doubt, I will ask for EIB advice on how to proceed;
2. I acknowledge and shall comply with the EIB's IT Security Policy set out in Annex II of the General Terms and Conditions, as it may be amended from time to time.
3. I shall comply with the relevant provisions of personal data protection legislation of the European Union, in particular Regulation (EC) 45/2001 of 18 December 2000 as updated, with the provisions of the relevant national legislation implementing (EC) Directive 95/46 of 24 October 1995, and EIB rules regarding data protection which are set out hereafter:
  - (a) I shall at all times be aware of the sensitive and highly confidential nature of the personal data to which I may obtain access and which I may become required to process in the course of the execution of the Assignment.
  - (b) I shall respect the integrity of these data and observe the strictest confidentiality in relation thereto throughout the execution of the Assignment, as well as thereafter.
  - (c) In particular, I shall not divulge any such personal data on any account to any third party not duly authorized by EIB or copy (on any medium whatsoever) or transmit these data except in the course of backup, recovery or testing operations essential to the execution of the Assignment.

- (d) Without prejudice to the foregoing, I shall not keep any copy, file or list (on any medium whatsoever) of the personal data to which I have access in the course of the execution of the Assignment.
  - (e) I shall apply the foregoing rules also to all codes and procedures for accessing the personal data in question and the systems supporting them, as well as to all related literature and technical or regulatory documentation to which I may obtain access in the course of the execution of the Assignment.
  - (f) I acknowledge that in the event of any violation of the above mentioned rules the Bank may sue the infringer, without prejudice to any legal proceedings which may be brought by wronged members of staff of the Bank or by third parties
4. I acknowledge the definition of a conflict of interest set out in §17 of the General Terms and Conditions and shall ensure to take all necessary measures to prevent any situation of conflict of interest and to notify the Service Provider and the EIB in writing as soon as possible of any situation or potential situation that could constitute a conflict of interest during the Assignment.
5. I shall notify the Service Provider and the EIB immediately of all potential incidents of non-compliance with the above rules. I acknowledge that the Service Provider, with or without the request of the Bank, may verify require from me to take remedial action within a specified deadline.

This undertaking shall survive the expiry or termination of the Framework Agreement or the Contract. After the expiry or termination of the Contract, including during any Project evaluation by the Bank.

Place: .....

Date: .....

Signature: .....