

**CONFIDENTIALITY AGREEMENT PERTAINING TO THE TENDER FOR THE CONTRACT  
IN THE FRAMEWORK AGREEMENT FOR THE RENDERING OF SERVICES FOR .....**

In Madrid, on the ... of ... 2016

Mr/ Mrs ..., ID number ..., address ..., representing the company ..., by virtue of the powers granted to him/her in deed ..., (herein referred to as the "bidder"), agrees to maintain strict confidentiality for the contents of the Terms and Conditions Agreements and any documentation related to the tender for .....(herein referred to as the "bid") provided by INGENIERÍA Y ECONOMÍA DEL TRANSPORTE, S.A. (herein referred to as "INECO"), as well as for any information to which he/she might have access as a result the attached contract, in the event that the contract is awarded to this company.

To this effect, all information provided by INECO will be treated as Confidential Information, including information that has not been expressly identified as being confidential, including but not limited to: information disclosed verbally, in writing or by any other means, exchanged as part of the tender or any analysis, compilation, study, summary, extract or in a document of any description, developed by INECO, relating to any of the information previously mentioned.

Pursuant to this document, the signatory agrees to:

- a) Only use the information for the purpose for which it was intended i.e. for the development and submission of their bid and the rendering of services in the event that the contract is awarded to them.
- b) Limit, as much as possible, the number of people who will have access to the information, whether or not it has been identified as being confidential.
- c) Take responsibility before INECO for the use of the information for any other purpose than that for which it was intended and for any persons given access to the information, taking responsibility for any liquidated damages incurred as a result of the failure to meet this obligation.
- d) Not reproduce or modify the information or, in general, to use it for any reason other than that for which it was obtained or provided.
- e) Maintain the secrecy of all of the information and not to reveal it, in part or in its totality, to any physical or legal persons apart from those managers, employees and advisors participating in the bid actively and directly, appointed by the bidder.
- f) To not disclose anything by any means of any form of communication nor to publish any of the information obtained as a consequence of rendering services,



without the written consent of INECO, issued in advance, unless required to do so by court order or legal obligation, in which case INECO should be notified immediately of the cessation and revelations that have taken place.

Within 15 days of the contract being awarded, the bidder must return to INECO all original documentation, copies and any other documentation generated from the bid, regardless of the format it is in, as the bidder is not permitted to use this documentation or any reproductions or copies of it without the express permission from INECO in writing.

All obligations established in this document will remain valid throughout the duration of the bid and, in the event of them being awarded the contract, throughout the period during which the bidder renders their services.

The bidder is responsible for all liquidated damages that may arise as a result of the partial or total breach of any of the obligations established in this document.

For the purposes of the interpretation and fulfilment of this document, both parties shall submit to Spanish Law and the courts in Madrid, Spain, renouncing from this moment onwards any personal jurisdiction that may apply because of current or future residence or for any other reason.

Read and accepted.

Signed ...