

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the XXXX day of XXXXX 2026

BETWEEN:

daa plc of Three The Green, Dublin Airport Central, Dublin Airport, Swords, County Dublin K67 X4X5 (hereinafter "the **Contracting Authority**") of the one part;

and

[] of [] (hereinafter called "the **Contractor**") of the other part.

WHEREAS

- A. The Contractor has expressed its interest in a procurement competition conducted by the Contracting Authority entitled Request for Tenders for the Provision of [XXXXX] dated XXXXX ("the **Competition**").
- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) ("the **Contract**") certain confidential information relating to the Contracting Authority and or any other company that forms part of the Contracting Authority's group of companies as defined at clause 2 of this Agreement, will be furnished to the Contractor (the "**Confidential Information**"). The Confidential Information is confidential to the Contracting Authority.

NOW IT IS HEREBY AGREED in consideration of the sum of €5 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to it by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the provision of services under the Contract and or relating to the Contracting Authority The Contracting Authority and/or any other company that forms part of the Contracting Authority's group of companies and all and any information supplied or made available to the Contractor (to include agents, subcontractors, customers and suppliers) for the purposes of the competition and/or the Contract, including but not limited to any personal data within the meaning of the Data Protection Legislation; and
 - 2.2 any and all information which has been derived or obtained wholly or partly from information described in sub-paragraph 2.1
3. For the purposes of this Agreement, Data Protection Legislation means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to:
 - 3.1 Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation");
 - 3.2 the (Irish) Data Protection Act 2018;
 - 3.3 the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011;
 - 3.4 the EU ePrivacy Directive 2002/58/EC (as amended) (the "ePrivacy Directive");
 - 3.5 any relevant transposition of, or successor or replacement to the laws detailed at Clauses 3.1 to 3.8 inclusive; and

- 3.6 all other industry guidelines (whether statutory or non-statutory) or applicable codes of practice and guidance notes issued from time to time by the Irish Data Protection Commission or other relevant national or supra-national authority relating to data protection.
4. For the avoidance of doubt all data provided by the Contractor to date and in the future to the Contracting Authority in relation to this Competition and any contract that may be awarded pursuant thereto is non confidential to the Contractor for the purposes of this Competition and may be shared by the Contracting Authority with its regulators, including but not limited to the Commission for Aviation Regulation ("CAR") and the Irish Aviation Authority ("IAA") and airport users including but not limited to airlines and ground handlers.
5. Save as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, request, regulation of any person or body or authority with whose order or requests the Contractor is obliged to comply, the Contractor agrees in respect of the Confidential Information:
- 5.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained.
- 5.2 only use such Confidential Information as is required and is connected with the provision of the [services and/or works] under the Contract;
- 5.3 ensure that the Confidential information (save for Confidential Information which was disclosed orally and has not been reduced into writing or stored on any device or medium) is kept in a secure place at all times and is properly protected against theft, damage, loss or unauthorised access;
- 5.4 inform the Contracting Authority immediately upon becoming aware or suspecting that an unauthorised person has accused or received disclosure of any of the Confidential Information, and take all reasonable steps to minimise the effects of such unauthorised access or disclosure; and
- 5.5 under no circumstances without the Contracting Authority's prior written consent to discuss, disclose, communicate, copy, reproduce, distribute, give access to, make publicly available, publish, use or exploit the Confidential Information, to any other person except:-
- 5.6 to the Contractor's employees, agents, subcontractors and other suppliers on a need to know basis; and/or
- 5.7 to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor.
- 5.8 To ensure that any document that the Contractor prepares or communicates (including any notes, emails or other messages or communications, copies, memos or other documents (including draft documents)) or analysis which the Contractor undertakes and which (i) refer to, cite, contain, reproduce or reflect the contents of and/or information contained in the Confidential Information, or (ii) derives wholly or partially from the Confidential Information, are, under no circumstances discussed, disclosed, communicated, copied, reproduced, distributed, made accessible, made publicly available, published, used, exploited or made available in any way to persons other than those identified at Clause 4.6 or Clause 4.7 above.

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

In the event that the Contractor is compelled by law to disclose any Confidential Information, full details of any proposed disclosure will be given in writing to the Contracting Authority in advance and any such disclosure will be limited to the minimum amount of Confidential Information required to satisfy the disclosure obligation.

The obligations in this Agreement will not apply to any Confidential Information in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or

which is or becomes public knowledge other than by breach of this clause by the Contractor; or is independently developed by the Contractor without access to or use of the Confidential Information; or is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:
 - 6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including Personal Data as defined in the Data Protection Legislation);
 - 6.2 to comply with the requirements of Data Protection Legislation; and
 - 6.3 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities.
7. Upon termination of the Competition (or Contract where relevant) for whatever reason the Contractor agrees to furnish to the Contracting Authority, all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession (in paper form) and shall erase any Confidential Information held by the Contractor in electronic form. To the extent that such materials and/or documents are stored in electronic form, the Contractor shall arrange that same are permanently erased or rendered permanently inaccessible from the computers and other electronic devices, communications systems and servers used by or accessible to the Contractor. This shall be done within five [5] Business Days (for the purposes of this Agreement "**Business Day**" shall a day other than a Saturday, Sunday or a public holiday in Ireland). The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. As an exception to its obligations under this Clause 7 the Contractor may retain one copy of the Confidential Information, in paper form, if and only to the extent that such retention is required in order for the Contractor to comply with a legal obligation or with a court order. In the case of such retention, the contractor shall ensure that:
 - 7.1 the relevant copies are stored securely in accordance with this Agreement;
 - 7.2 insofar as legally permissible, the Contracting Authority is notified of the retention within five working days of the termination of the Contract;
 - 7.3 insofar as legally permissible, the Contracting Authority is consulted prior to any disclosure of the copies under any applicable legal obligation or court order; and
 - 7.4 (the copies are permanently erased and/or destroyed in the manner required by this Clause 7 as soon as the requirement to retain them no longer applies and the Contracting Authority is informed of such erasure / destruction.
8. The Contractor acknowledges that the unauthorised disclosure or use of Confidential Information could cause irreparable harm and/or significant loss to the Contracting Authority which may not be ascertainable or adequately remedied by damages. Accordingly, the Contractor agrees that, should the Contractor be in actual or anticipatory breach of this Agreement, then notwithstanding any other rights or remedies available to the Contracting Authority, the Contracting Authority shall be entitled without proof of special damages to seek an immediate injunction, specific performance or other relief available to it at law or equity or otherwise for and/or in respect of any threatened or actual breach of the terms of this Agreement.
9. Without prejudice to the foregoing, the Contractor agrees to indemnify fully and hold harmless the Contracting Authority (an "Indemnified Party") from and against any and all losses, claims, damages and liabilities (or actions in respect thereof), costs, charges and expenses which may be instituted, made or alleged against or which are suffered or incurred by an Indemnified Party and which arise from any breach of the terms of this Agreement by the Contractor. The Contractor also agrees to reimburse fully an Indemnified Party for all costs, charges and expenses (including legal and other professional fees and disbursements) incurred by an Indemnified Party in connection with investigating, preparing or defending any such claim.
10. The Contractor acknowledges that the Contracting Authority does not make or give any representation, warranty or undertaking, express or implied, as to the accuracy, completeness or reasonableness of the Confidential Information. Accordingly, the Contracting Authority shall not be liable for any loss or damage (whether direct, indirect or consequential) suffered by any person as a result of relying on any statement contained in or omitted from the Confidential Information.

11. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Contracting Authority and the Contractor so acknowledges and confirms.
12. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the Contracting Authority's databases, data or ICT system(s) as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the parties.
13. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof, so that each provision hereof is severable from each other provision hereof.
14. No failure or delay by the Contracting Authority in exercising any of its rights under this Agreement shall operate as a waiver of such rights nor shall any single or partial exercise preclude any further exercise of such rights.
15. This Agreement may not be supplemented, amended, varied and modified in any manner except in writing and signed by a duly authorised officer or representative of each of the parties hereto.
16. This Agreement may be executed by the parties on separate counterparts and, if so executed, will be as if all counterparts were on a single copy of this Agreement and any party may enter this Agreement by executing a counterpart.
17. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
18. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

Signed for on behalf of the Contracting Authority: _____ (being a duly authorised officer)

Signed for on behalf of the Contractor: _____ (being a duly authorised officer)

Witness: _____