



Non-Disclosure Agreement

ILI HYRER/HYREL

Internal identifier: 2026-048

Status: 30.09.2026



In the procurement procedure: „ILI HYRER/HYREL“
of **GASCADE Gastransport GmbH**,
Kölnische Straße 108-112, 34119 Kassel

- hereinafter „contracting entity“ –

1. The _____

- hereinafter „applicant“ –

Intends to submit a request for participation and one or more bids in the procurement procedure “ILI HYRER/HYREL”

As part of the procurement procedure, it will be necessary for the contracting entity to provide the applicant with confidential documents, information, knowledge and data related to the specifications.

2. The applicant commits to treat all documents, information, knowledge and data made accessible to or known by them during this procurement procedure and cooperation strictly confidentially and not to disclose them, either wholly or partially, to third parties directly or indirectly. This confidentiality obligation does not require that data be marked as confidential.
3. The applicant further commits to obligate its employees to the same confidentiality requirements to the extent that confidential documents, information, knowledge and data are made accessible to them or that they may gain access to documents, information, knowledge and data belonging to the contracting entity during this procurement procedure.
4. The confidentiality obligation above does not apply to documents, information, knowledge and data that were already public at the time of their disclosure, have become public after their disclosure without fault on the part of the applicant, were made accessible to the other party by a third party in a legally permissible manner and without restrictions concerning confidentiality or use, or were demonstrably already in the possession of the other party at the time of their disclosure.
5. in the event of a breach of the obligations stated above, the applicant shall pay a contractual penalty of:

EUR 5.000 (in words: fivethousand Euros]

6. The right to claim actual damages remains unaffected, with the incurred contractual penalty being credited towards such damages.
7. The confidentiality obligation outlined above shall not end earlier than five (5) years after the conclusion of the procurement procedure. If, at the end of the procurement procedure, information, knowledge, documents and data still require confidentiality, the parties agree that, at the request of the contracting entity, the applicant will agree to an extension of this period.
8. If any current or future provisions of this agreement are wholly or partially invalid or unenforceable, or if they later lose their validity or enforceability, this shall not affect the validity of the remaining provisions of this agreement.

Attachment A.4 Non-Disclosure Agreement



Full name of the (natural) person submitting the declaration on behalf of the above-mentioned applicant/ as an authorized person on behalf of all members of the above-mentioned bidding consortium:

1. Location, Date

2. Signature