

Stakeholder Consultation GSA/SC/30/17
on
Galileo Commercial Service High Accuracy Provision

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1 Introduction

1.1 Background

The Galileo programme is Europe's initiative for a state-of-the-art Global Satellite Navigation System (GNSS) completely independent of other existing or potential systems. Galileo is the largest industrial project ever organised on an EU scale, and the first public infrastructure owned by an EU institution. Galileo allows users to know their exact position with high and reliable precision.

- The products that people use every day, from car navigation devices to mobile phones, benefit from the increased accuracy that Galileo provides.
- Critical, emergency response-services benefit from Galileo.
- Galileo services will make Europe's roads and railways safer and more efficient.
- The programme boosts European innovation, contributing to the creation of many new products and services, generating jobs and allowing Europe to own a greater share of the EUR 175 billion global GNSS market (Source: GSA Market Report Issue V).

Furthermore, Galileo provides Europe and European citizens with independence and sovereignty, an array of environmental benefits and several new services specific to the Galileo programme (Open Service, Commercial Service, Search and Rescue).

The Galileo system has been designed to offer four high-performance services worldwide:

- Open Service (OS) Galileo open and free of charge service set up for positioning and timing services.
- Commercial Service (CS): A service complementing the OS by providing an additional navigation signal and added-value services in a different frequency band. The CS signal can be encrypted in order to control the access to Galileo CS services.
- Public Regulated Service (PRS): Service restricted to government-authorized users, for sensitive applications that require a high level of service continuity.
- Search and Rescue Service (SAR): Europe's contribution to COSPAS-SARSAT, an international satellite-based search and rescue distress alert detection system.

1.2 Commercial Service

The Commercial Service aims to provide features which go above-and-beyond that of the Open Service. This can be based on the data broadcast capability of Galileo E6 CS signal, allowing better navigation performance than that of the OS, and on the signal encryption feature of the Galileo E6 signal.

As per the EU GNSS Regulation 1285/2013 of 11 December 2013 [1], Galileo should *"offer a commercial service (CS) for the development of applications for professional or commercial use by means of improved performance and data with greater added value than those obtained through the open service"*.

The Galileo Commercial Service (CS) is designed to deliver two services:

- A **High Accuracy (HA)** service offering centimetre-level accuracy worldwide through Precise Point Positioning (PPP) techniques. The target of this service is the professional market such as mapping, construction, agriculture or offshore.

- A **Signal Authentication** service to protect Galileo signals from hacking or spoofing attacks, mainly for critical applications as tracking of dangerous or valuable goods, or synchronisation of power grids or data networks.

This Stakeholder Consultation targets exclusively the Commercial Service High Accuracy (CS HA).

1.3 The European GNSS Agency

The European GNSS Agency (hereinafter 'GSA', 'the Agency') is a European Union regulatory authority formed by the European Union to accomplish specific tasks related to the European GNSS programmes¹. Its strategic objectives include the achievement of a fully operational Galileo system. This includes the laying of foundations for a fully sustainable and economically viable system and its security.

The Agency's key objective is to make Galileo not just a functioning system but also the world's leading satellite navigation system for civilian applications.

1.4 The European Commission

The European Commission has overall responsibility for the Galileo programme, manages the funds allocated to it and oversees the implementation of all programme activities. It provides to the Member States and the European Parliament information pertaining to the Galileo programme, in particular in terms of risk management, cost, revenues, schedule and performance.

For the smooth progress of the deployment and exploitation phases of the Galileo programme the European Commission is tasked² to determine the technical and operational specifications necessary to fulfil the functions related to the offering of the Commercial Service.

1.5 Purpose of this consultation

Ongoing discussions between stakeholders of the Galileo Programme have outlined the opportunity to consider offering the High Accuracy Commercial Service (HA CS) to all interested users on a free of charge basis, with content and format of data publicly and openly available on a global scale.

This approach would increase the public benefit delivered by Galileo, contributing to its positioning in the market as the first GNSS system offering high accuracy services on a free of charge basis.

At the same time, since departing from the scheme originally foreseen by *Implementing Decision (EU) 2017/224³ of 8 February 2017, the possibility to provide HA CS on a free of charge and global basis* needs to be carefully assessed in many respects.

The results of the consultation may be used to support the change of the Implementing Decision. On this basis, preparation and conduct of a procurement procedure for Commercial Service provision may be initiated by the GSA. For the avoidance of doubt this stakeholder consultation shall not create any obligation on the GSA as to possible follow-up procurements.

Further information on the Consultation background is provided in **Annex III**.

Please note that:

- i. **the GSA reserves full discretion as to whether and when it will launch an actual procurement for the Commercial Service .**

¹ Regulation (EU) No 912/2010

² Regulation (EU) No 1285/2013

³ <http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1486638840020&uri=CELEX:32017D0224>

- ii. the descriptive part of the present consultation is intended solely for the purpose of providing the broader context information to the market.
- iii. neither the present consultation nor the answers to it are in any way binding on the GSA in its preparation of the potential procurement documentation– no expectation shall be created or derived whatsoever.

GSA will also take measures to ensure that the opinions expressed in the replies will not unduly bias its procurement and the resulting tender specifications will ensure as wide competition as possible.

2 Target group

All organisations, economic operators and members of the public with a personal or professional interest in Galileo Commercial Service, are invited to express their opinion, experience and expectations with the various aspects of the Galileo Commercial Service provision.

3 Stakeholder Consultation Timeline

Answers to the present stakeholder consultation shall only be addressed electronically to tenders@gsa.europa.eu until 30 November 2017.

4 The Stakeholder Consultation

4.1 Interested parties are expected to provide **replies to the questions listed in Annex IV** within the deadline indicated in section 3.

4.2 The replies will be analysed and GSA reserves to organise **follow-up bilateral meetings** with identified participants, expected indicatively between 8 and 21 December 2017. The topics to be addressed at the meetings and participants list shall be established on the basis of the outcome of the analysis conducted in a non-discriminatory manner.

4.3 Information received under this consultation will be used only for the purposes stated in it and under the conditions of the established Non-disclosure Undertakings/Agreements (see section 6).

4.4 The GSA shall take care that no competitive advantage is provided to the participants in the consultation in relation to any future procurement related to the Commercial Service provision.

5 Proprietary Information

Annexes III and IV contain unclassified Proprietary Information and shall be made available to the interested parties subject to submission of Non-Disclosure Undertaking (NDU) or entering into a non-disclosure agreement (NDA)⁴ in the form provided in **Annex I and II** according to the procedure described in section 6.

GSA reserves the right to share the information received from participants with the European Commission, committees foreseen in the GNSS Regulation and/or ESA.

⁴ It is at participant's discretion to decide whether it will submit an NDU or NDA, depending on its need to formally protect the information shared through its participation in the Consultation

6 Request for access to Proprietary Information

In order to be given access to the Proprietary Information as defined in section 5 interested parties shall submit a request to GSA via email to tenders@gsa.europa.eu including a scan of a duly signed Non-Disclosure Agreement / Non-Disclosure Undertaking according to template provided in **Annex I and II** (the original to follow by mail) with attached to it a copy of its registration and documents establishing the authorisation rights of the signatory of the NDA/NDU. Once the original documents are received the GSA shall send **Annexes III and IV** to the interested party.

7 Data protection section

If processing the reply to the stakeholder consultation involves the processing of personal data, such data will be processed pursuant to Regulation (EC) No 45/2001⁵ and the conditions set in Annex V.

Identity of the controller: the controller is the Executive Director of the GSA. The delegated controllers are the Head of Market Development, the Head of Legal and Procurement Department and the Head of Administration.

Purpose of the processing: personal data is collected and further processed for the purpose of the management and administration of the replies to the stakeholder consultation.

Data concerned: the following data can be processed: name, surname, function, contact details (email address, business telephone number, mobile telephone number, fax number, postal address, company and department, country of residence, internet address).

Legal basis: the relevant articles of the Financial Regulation⁶ and the Rules of Application⁷.

Lawfulness of the processing: the lawfulness of the processing is based on article 5(a) and 5(d) of Regulation (EC) No 45/2001.

Recipients of the data processed: for the purpose detailed above, access to your personal data is given to GSA staff and contractors of the GSA without prejudice to a possible transmission to the bodies in charge of a monitoring or inspection task in accordance with European Union law.

Information on the retention period of personal data: responses to the stakeholder consultation, including personal data, will be retained by the GSA for a period of 10 years following the closure of the stakeholder consultation.

Data subject's rights and contact data: Data subjects have the right of access and rectification (modification, correction or deletion) of their personal data at any time. Requests shall be addressed to the GSA describing your request explicitly. Data subjects are entitled to lodge an appeal with the

⁵ Regulation (EC) No 45/2001⁵ on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data

⁶ Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 as amended by Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council.

⁷ Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, as amended by Commission Delegated Regulation (EU) 2015/2462 of 30 October 2015.

European Data Protection Supervisor (EDPS) at edps@edps.europa.eu should they consider that the processing of their personal data does not comply with Regulation (EC) 45/2001.

8 List of Annexes

The present consultation has following annexes either attached herewith or to be provided against submission of signed NDU / entering into an NDA

Ref. no	Title	Provision to the interested parties
Annex I	Template Non-Disclosure Agreement	attached herewith
Annex II	Template Non-Disclosure Undertaking	
Annex III	Galileo broadcasting capabilities	to be provided against submission of a duly signed Non-Disclosure Agreement / Non-Disclosure Undertaking ⁴ according to template provided in Annex I and II
Annex IV	Questionnaire	

- End of document -

Annex I Template NDA

NON-DISCLOSURE AGREEMENT

By and between,

The **European GNSS Agency**, hereinafter referred to as the "**GSA**", set up by Regulation (EU) No 912/2010 of the European Parliament and of the Council of 22 September 2010 as amended by Regulation (EU) No 512/2014 of the European Parliament and of the Council of 16 April 2014, located at:

Janovského 438/2

170 00 Prague 7

Czech Republic

Represented, for the purpose of the signature of this non-disclosure agreement, by Mr Ezio Villa Head of Legal and Procurement Department,

and,

(name of entity)

hereinafter referred to as _____, whose registered office is at:

(Insert official address in full)

Represented, for the purposes of the signature of this non-disclosure agreement, by

(insert (i) name of representative empowered to sign the non-disclosure agreement and (ii) his/her function)

Hereinafter individually referred to as the "**Party**" or collectively referred to as the "**Parties**"

PREAMBLE

WHEREAS, GSA has launched a Stakeholder's Consultation GSA/SC/30/17 on Galileo Commercial Service High Accuracy Provision („the Consultation“)

WHEREAS, for the conduct of the Consultation procedure the Parties have access to the Proprietary Information;

WHEREAS, in consideration of the above, the Parties expressly agree to use the Proprietary Information in accordance with the terms of this Agreement.

THEREFORE, the Parties agree the following:

Article 1 – Definitions

For the purpose of this Agreement:

"Agreement" shall refer to the present non-disclosure agreement.

"Proprietary Information" shall refer to **Annex III and IV** to Stakeholder Consultation GSA/SC/30/17 on Galileo Commercial Service High Accuracy Provision and any information or data of financial, personal, commercial or technical nature, including but not limited to, any reports, analyses, compilations, studies, interpretations, assumptions, estimates, projections, forecasts prospects, whether it relates to technical, pricing, legal or other information, including ideas, know-how, concept, designs, specifications and data, and whether it is in written, electronic, photographic, oral and/or any other form relating to Stakeholder Consultation GSA/SC/30/17 on Galileo Commercial Service High Accuracy Provision **and any follow-up exchange related to it** disclosed by or on behalf of any of the Parties to the other Party , pursuant to this Agreement.

"Purpose" shall refer to shall refer to **Stakeholder's Consultation GSA/SC/30/17 on Galileo Commercial Service High Accuracy Provision and any follow-up exchange related to it**

"Disclosing Party" shall mean the Party disclosing Proprietary Information.

"Receiving Party" shall mean the Party to which Proprietary Information is disclosed.

Article 2 – Confidentiality and conditions of access to and use of the Proprietary Information

2.1 The Proprietary Information is supplied to the Parties solely and exclusively for the Purpose. The Proprietary Information cannot be used totally or partially, directly or indirectly, for any purpose other than the Purpose of this Agreement, unless the Disclosing Party gives its prior written authorisation. In any case, the Parties shall not use the Proprietary Information in a manner conflicting with the objectives of the European GNSS programmes.

2.2 Subject to Article 2.3, the Receiving Party shall not copy, reproduce, distribute, communicate or otherwise make available the Proprietary Information to public, either in whole or in part, unless the Disclosing Party gives its prior written authorisation. The Receiving Party shall keep the Proprietary Information and any copies thereof secure by effective and reasonable means in such a way as to prevent unauthorised access. The Receiving Party shall be responsible for any disclosure of the Proprietary Information in breach of the provisions of the present Agreement.

2.3 The Receiving Party shall not disclose the Proprietary Information to persons inside and outside its organisation unless such persons (for the purposes of the present clause "Receiving Persons") have a proven need to know for the Purpose. The Receiving Party shall ensure that the Receiving Persons are

bound by provisions equally onerous to those of this Agreement before releasing to such persons the Proprietary Information. The Receiving Party shall assume full responsibility towards the Disclosing Party for any breach of the present Agreement by the Receiving Persons. The GSA shall have the right to disclose the Proprietary Information to the European Commission, committees foreseen in the GNSS Regulation⁸ and ESA.

2.4 Nothing contained in this Agreement shall be construed as granting any right, title or interest in the Proprietary Information including any intellectual property right. The Receiving Party shall not itself, nor authorise third party to, write, publish or disseminate any description of the Proprietary Information or elements of it, such as its structure or content for so long as it is bound by this Agreement.

2.5 The Proprietary Information is provided "as is". The Receiving Party acknowledges that the Disclosing Party disclaims all warranties of any kind relating to the Proprietary Information, whether expressed or implied, including but not limited to, any implied warranty against infringement of third party property rights or as to merchantability or fitness for a particular purpose.

2.6 The Receiving Party acknowledges and accepts that the Disclosing Party will not be liable for any damage related to the disclosure of the Proprietary Information, even when such disclosure has been authorised by the Disclosing Party, including, but not limited to, damages for loss of profit, business interruption, loss of business information, or any other pecuniary loss arising out of the use of, or inability to use, the Proprietary Information.

2.7 When the Receiving Party becomes aware of any unauthorised use of the Proprietary Information or of any unauthorised copy of the Proprietary Information or of any unauthorised derivative work, it shall immediately inform the Disclosing Party thereof.

2.8 Should the Receiving Party breach any of its obligations under this Agreement, and without prejudice to the right of the Disclosing Party to seek damages, the Disclosing Party may, by written notice to the Receiving Party, withdraw the right to use the Proprietary Information for the Purpose.

Article 3 – Limitation on protection of the Proprietary Information

The obligations contained in Article 2 are not applicable to information that the Receiving Party can demonstrate by written evidence:

- a) has come into the public domain prior to, or after, the date of receipt of the Proprietary Information from the Disclosing Party through no fault or unauthorised act of the Receiving Party or a Receiving Person;
- b) was already lawfully developed or acquired by the Receiving Party at the date of receipt of the Proprietary Information from the Disclosing Party;
- c) has been or is published without violation of this Agreement;
- d) was lawfully obtained by the Receiving Party without restriction and without breach of this Agreement from a third party, who is in lawful possession thereof, and under no obligation of confidence to the Disclosing Party;
- e) is disclosed pursuant to the request of a governmental or jurisdictional authority or is disclosed according to the law or regulations of any country with jurisdiction over the Receiving Party; in either case the Receiving Party, subject to possible constraints of such governmental or jurisdictional authority, shall immediately give the Disclosing Party a written notice of the above request and shall

⁸ Regulation (EU) No 1285/2013

reasonably cooperate with the Disclosing Party in order to avoid or limit such disclosure;

f) was disclosed and/or used without restriction pursuant to written authorisation from the Disclosing Party.

Article 4 – Duration of this Agreement and protection of the Proprietary Information

4.1 This Agreement shall enter into force on the date of the last signature by the Parties and shall remain in effect for 10 years from its last signature.

4.2 Upon expiration of this Agreement, the Receiving Party shall destroy all Proprietary Information and any copies made of them. The destruction shall be certified in writing by the Receiving Party and sent to the Disclosing Party.

4.3 The Receiving Party shall use all reasonable endeavours to ensure that any third parties to whom the Receiving Party has supplied any Proprietary Information according to Article 2.3 above, destroy such Proprietary Information and any copies made of them.

Article 5 – Communication of the Proprietary Information

	<i>(Insert counterparty name)</i>	GSA
Proprietary Information	Mr/Ms _____ Function/title Company name Address Address Tel: Email:	Reinhard Blasi European GNSS Agency Market Development Department Janovského 438/2 17000 Prague 7 – Holesovice Czech Republic Email: market@gsa.europa.eu
Agreement related communications	Mr/Ms _____ Function/title Company name Address Address Tel: Email:	Ralitsa Bozhanova European GNSS Agency Legal and Procurement Department Janovského 438/2 17000 Prague 7 – Holesovice Czech Republic Email: tenders@gsa.europa.eu

Article 6 – Applicable law; Dispute

6.1 This Agreement shall be governed and construed in accordance with the laws of the European Union complemented when necessary by the law of Belgium. The Parties shall make their best efforts to settle amicably all disputes arising in connection with this Agreement. If such amicable settlement fails, the said dispute shall be finally settled by the General Court of the Court of Justice of the European Union in accordance with its rules of procedure.

Article 7 – Final provisions

7.1 The Parties shall bear their own costs incurred under or in connection with the present Agreement.

7.2 This Agreement and the rights and obligations hereunder may not be transferred or assigned by one Party without the prior written approval of the other Party.

7.3 This Agreement represents the entire understanding and agreement of the Parties with respect to the Proprietary Information, as defined in Article 1 above, and supersedes and cancels any and all previous declarations, negotiations, commitments, communications either oral or written, approvals, agreements and non-disclosure agreements between the Parties in respect thereto. Any rights and obligations which, by their nature, are to remain in effect beyond expiration or termination of such non-disclosure agreements will survive.

7.4 If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other terms of this Agreement, nor the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

7.5 No amendment or modification of this Agreement shall be binding or effective unless made in writing and signed on behalf of both Parties by their respective duly authorised representative.

Done in two originals in the English language one for each Party,

<p>On behalf of _____</p> <p>Read and agreed,</p> <p>On <i>(date)</i> _____, in</p> <p><i>(place)</i> _____</p>	<p>On behalf of the GSA</p> <p>Read and agreed,</p> <p>On _____, in</p> <p>Prague</p>
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Signature⁹:

(insert name),

(insert function)

authorised representative of

(insert company)

for the signature of this Agreement

Signature:

Mr Carlo des Dorides, Executive Director,
authorised representative of the GSA for the
signature of this Agreement

⁹ Signatory has to enclose the document proving his/her due empowerment to sign on behalf of Recipient.

Annex II Template NDU

NON-DISCLOSURE UNDERTAKING

(name of undertaking entity)

the undertaking entity, hereinafter referred to as the “**Recipient**”, whose registered office is at:

(Official address of Recipient in full)

represented, for the purposes of the signature of this non-disclosure undertaking (hereinafter the

“Undertaking”), by

(insert (i) name of representative of Recipient duly empowered to sign the Undertaking and (ii) his/her function).

Article 1 – Definitions

For the purpose of this Undertaking:

"Proprietary Information" shall refer to **Annex III and IV to Stakeholders Consultation GSA/SC/30/17 Galileo Commercial Service High Accuracy Provision** and any information or data of financial, personal, commercial or technical nature, including but not limited to, any reports, analyses, compilations, studies, interpretations, assumptions, estimates, projections, forecasts prospects, whether it relates to technical, pricing, legal or other information, including ideas, know-how, concept, designs, specifications and data, and whether it is in written, electronic, photographic, oral and/or any other form relating to **Stakeholder’s Consultation GSA/SC/30/17 on Galileo Commercial Service High Accuracy Provision and any follow-up exchange related to it** disclosed by or on behalf of the GSA to the Recipient, pursuant to this Undertaking.

"Purpose" shall refer to **Stakeholder’s Consultation GSA/SC/30/17 on Galileo Commercial Service High Accuracy Provision and any follow-up exchange related to it**

Article 2 – Confidentiality and conditions of access to and use of the Proprietary Information

2.1 The Proprietary Information is supplied to the Recipient solely and exclusively for the Purpose. The Proprietary Information cannot be used totally or partially, directly or indirectly, for any purpose other than the Purpose of this Undertaking, unless the GSA gives its prior written authorisation. In any case, the Recipient shall not use the Proprietary Information in a manner conflicting with the objectives of the European GNSS programmes.

2.2 Subject to Article 2.3, the Recipient shall not copy, reproduce, distribute, communicate or otherwise make available the Proprietary Information to public, either in whole or in part, unless the GSA gives its prior written authorisation. The Recipient shall keep the Proprietary Information and any copies thereof secure by effective and reasonable means in such a way as to prevent unauthorised access. The Recipient shall be responsible for any disclosure of the Proprietary Information in breach of the provisions of the present Undertaking.

2.3 The Recipient shall not disclose the Proprietary Information to persons inside and outside its organisation unless such persons (for the purposes of the present clause "Receiving Persons") have a proven need to know for the Purpose. The Recipient shall ensure that the Receiving Persons are bound by provisions equally onerous to those of this Undertaking before releasing to such persons the Proprietary Information. The Recipient shall assume full responsibility towards GSA for any breach of the present Undertaking by the Receiving Persons.

2.8 Nothing contained in this Undertaking shall be construed as granting any right, title or interest in the Proprietary Information including any intellectual property right. The Recipient shall not itself, nor authorise third party to, write, publish or disseminate any description of the Proprietary Information or elements of it, such as its structure or content for so long as it is bound by this Undertaking.

2.9 The Proprietary Information is provided "as is". The Recipient acknowledges that the GSA disclaims all warranties of any kind relating to the Proprietary Information, whether expressed or implied, including but not limited to, any implied warranty against infringement of third party property rights or as to merchantability or fitness for a particular purpose.

2.10 The Recipient acknowledges and accepts that the GSA will not be liable for any damage related to the disclosure of the Proprietary Information, even when such disclosure has been authorised by the GSA, including, but not limited to, damages for loss of profit, business interruption, loss of business information, or any other pecuniary loss arising out of the use of, or inability to use, the Proprietary Information.

2.11 When the Recipient becomes aware of any unauthorised use of the Proprietary Information or of any unauthorised copy of the Proprietary Information or of any unauthorised derivative work, it shall immediately inform the GSA thereof.

2.12 Should the Recipient breach any of its obligations under this Undertaking, and without prejudice to the right of the GSA to seek damages, the GSA may, by written notice to the Recipient, withdraw the right to use the Proprietary Information for the Purpose.

Article 3 – Limitation on protection of the Proprietary Information

The obligations set out in Article 2 are not applicable to information for which the Recipient can demonstrate that it:

- a) has come into the public domain prior to, or after, the date of receipt of the Proprietary Information from the GSA through no fault or unauthorised act of the Recipient;
- b) was already lawfully developed or acquired by the Recipient at the date of receipt of the Proprietary Information from the GSA;
- c) has been or is published without violation of this Undertaking;
- d) was lawfully obtained by the Recipient without restriction and without breach of this Undertaking from a third party, who is in lawful possession thereof, and under no obligation of confidence to the GSA;
- e) is disclosed pursuant to a request of a governmental or jurisdictional authority or is disclosed according to the law or regulations of any country with jurisdiction over the Recipient; in either case the Recipient, subject to possible constraints of such governmental or jurisdictional authority, shall immediately give the GSA a written notice of the above request and shall reasonably cooperate with the GSA in order to avoid or limit such disclosure;
- f) was disclosed and/or used without restriction pursuant to written authorisation from the GSA.

Article 4 – Duration of this Undertaking and protection of the Proprietary Information

4.1 The effective date of this Undertaking shall be the date on which it is signed. This Undertaking shall remain in force for 10 years as from its signature.

4.2 Upon the expiration of this Undertaking, the Recipient destroy all the Proprietary Information and any copies of it. The destruction shall be certified in writing by the Recipient and sent to the GSA to legal@gsa.europa.eu.

4.3 The Recipient shall use all reasonable endeavours to ensure that any third parties to whom the Recipient has supplied any Proprietary Information according to Article 2.3 above, return/destroy (in line with the previous paragraph) such Proprietary Information and any copies made of them.

Article 5 – Applicable law; Dispute

5.1 This Undertaking shall be governed and construed in accordance with the laws of the European Union complemented when necessary by the law of Belgium. The Recipient and the GSA shall make their best efforts to settle amicably all disputes arising in connection with this Undertaking. If such amicable settlement fails, the said dispute shall be finally settled by the General Court of the Court of Justice of the European Union in accordance with its rules of procedure.

Article 6 – Final provisions

6.1 If any term of this Undertaking is or becomes illegal, invalid or unenforceable in any jurisdiction, this shall not affect the legality, validity or enforceability in that jurisdiction of any other terms of this Undertaking, nor the legality, validity or enforceability in other jurisdictions of that or any other provision of this Undertaking.

6.2 Communication of the Proprietary Information:

	Recipient	GSA
Proprietary Information	Mr/Ms _____ Function/title Company name Address Tel: Email:	Reinhard Blasi European GNSS Agency Market Development Department Janovského 438/2 17000 Prague 7 – Holesovice Czech Republic Email: market@gsa.europa.eu
Undertaking related communications	Mr/Ms _____ Function/title Company name Address Tel: Email:	Ralitsa Bozhanova European GNSS Agency Legal and Procurement Department Janovského 438/2 17000 Prague 7 – Holesovice Czech Republic Email: tenders@gsa.europa.eu

In witness whereof, the Recipient has caused this Undertaking to be executed by its duly authorised representative,

Signature of representative of Recipient duly empowered ¹⁰ to sign the Undertaking	
Name	

¹⁰ Signatory has to enclose the document proving his/her due empowerment to sign on behalf of Recipient.

Position	
Date	