

[By clicking "I Accept" at the bottom of this Declaration, the Applicant acknowledges, understands, agrees with and signs the below Non-Disclosure Declaration on the registration of Registered Reporting Mechanism (the "RRM").]

NON DISCLOSURE DECLARATION

on the registration of Registered Reporting Mechanism (the "RRM") in line with the Commission Implementing Regulation (EU) No 1348/2014 ("Declaration")

Given that the undersigned applicant [Organisation Name], represented for the purpose of signature of this Declaration by [Name Surname] (the "**Applicant**"), has the intention to register as the RRM, the Agency for the Cooperation of Energy Regulators (the '**Agency**'), for that purpose, will make certain confidential information, as defined below, available to the Applicant.

As a condition to, and in consideration of, the Agency's furnishing of confidential information to the Applicant, the Applicant agrees to the undertakings contained in this Declaration.

The Applicant agrees that all information disclosed by the Agency to the Applicant by means of a document '*Technical Specifications for RRM's*', including its future amendments, and other documents relating to the RRM registration and data submission shall be considered as confidential (altogether the '**Confidential Information**').

The Confidential Information relates to (without limitation) the Agency's technical data, actual and anticipated developments or products, know-how, software, hardware, processes, architectures, concepts, ideas, designs, drawings, personnel, financial information, computer programs, studies, work in progress, visual demonstrations, and other data, whether written, graphic, or electronic form.

The Applicant agrees moreover:

- to use the Confidential Information solely for the purpose of the RRM registration ;
- to use all possible means to maintain this Confidential Information in strict confidence and at least those measures that it employs for the protection of its own confidential information, but in any event not less than a reasonable degree of care;
- to disclose this information only to the Applicant's employees or particular employees of subcontractors who are required to have the information for the purpose of the Applicant's registration as RRM, and have previously signed an agreement in content similar to the provisions thereof;

- to oblige all employees receiving access to the Confidential Information not to disclose it to anyone and not to make any copies of it;
- to immediately notify in writing the Agency in the event of any unauthorised use or disclosure of the Confidential Information.

The Applicant shall not use for its own purposes, reverse engineer, disassemble, decompile or copy any software or other objects which embody the Confidential Information, nor transmit, directly or indirectly, any Confidential Information.

All Confidential Information remain the property of the Agency and no license or other rights in the Confidential Information are granted hereby, except as expressly provided above.

The Applicant's obligations hereunder shall survive until all information in the Confidential Information hereunder becomes publicly known.

The Applicant hereby acknowledges that unauthorised disclosure or use of the Confidential Information could cause irreparable harm and significant injury, which may be difficult to ascertain. Accordingly, the Applicant agrees that the Agency shall have the right to seek and obtain immediate injunctive relief or an equivalent measure before the competent court, in addition to any other rights and remedies it may have.

The Declaration shall be governed by Union law, complemented, where necessary, by the law of Slovenia. Any dispute between the Agency and the Applicant in relation to the interpretation, application or validity of this Declaration which cannot be settled amicably shall be brought before the courts of Ljubljana.

This Declaration shall bind and inure to the benefit of the Agency and Applicant and their successors and assigns.

["I Accept"]