

CORRIGENDUM 1

Title of Procedure: "GRC Facilities Management and Logistics (FML) Services"

Publication Reference: EUSPA/OP/15/21

(WFID: 274545)

1. Section 1.6 Annex I, the Tender Specifications, is amended as follows:

Timetable	Date	Comments
Submission for publication of contract notice to the supplement to the Official Journal by the EUSPA.	18/10/2022	All documents of the Invitation to Tender available at: https://www.euspa.europa.eu/opportunities/procurement
Deadline for submission of a non-disclosure undertaking (hereafter referred to as 'NDU') for access to Proprietary Information	24/11/2022 07/12/2022 <i>Corrig. 1</i>	In accordance with Section 1.8, below. The economic operators are advised to abide by the deadline specified herewith in order to have enough time for preparation of their tender.
Due Diligence Site Visit to GRC	07/12/2022 16/12/2022 <i>Corrig. 1</i> (indicative)	As per Section 1.7, below.
Deadline for requests for clarifications.	11/01/2023	Requests to be sent in writing only to: tenders@euspa.europa.eu
Last date on which clarifications are issued by EUSPA.	13/01/2023	All clarifications will be published at the EUSPA's procurement website: https://www.euspa.europa.eu/opportunities/procurement Tenderers are invited to check the EUSPA's procurement website on a regular basis.
Deadline for submission of tenders.	19/01/2023	According to conditions of submissions set out in Section Error! Reference source not found. of these specifications.

Timetable	Date	Comments
Opening session and start of evaluation session.	24/01/2023	
Completion of evaluation and award	April 2023 (indicative)	
Signature of contract and kick-off	May 2023 (indicative)	

2. **The Title Page of Annex I.G to the Tender Specifications, ‘Template Non-Disclosure Undertaking’, is amended as follows:**

**Annex I.GA to Invitation to Participate
‘Template Non-Disclosure Undertaking’**

3. **Article 1 (‘Definitions’) of Annex I.G to the Tender Specifications, ‘Template Non-Disclosure Undertaking’, is amended as follows:**

[...]

"**Proprietary Information**" shall mean 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 the procurement procedure EUSPA/OP/15/21 and/or disclosed by or on behalf of the EUSPA to the Recipient, pursuant to this Undertaking.

~~"**Classified**" shall refer to European Union classified information (such as RESTREINT UE/EU RESTRICTED, CONFIDENTIEL UE/EU CONFIDENTIAL, SECRET UE/EU SECRET).~~

~~“PRS Information” shall refer to any information or material which is related to PRS and is either appropriately classified or unclassified, with or without marking limiting its distribution.~~

"Purpose" shall refer to the Recipient's participation or involvement in procurement procedure EUSPA/OP/15/21 and to the provision of services as described in the Tender Specifications.

[...]

4. Article 2 of Annex I.G to the Tender Specifications, 'Template Non-Disclosure Undertaking', is amended as follows:

[...]

2.3 The Recipient shall not disclose the Proprietary Information, ~~including Proprietary Information which is Classified and/or PRS Information~~, to persons inside and outside its organisation, with the exception of its disclosure to Receiving Persons. The Recipient shall ensure that the Receiving Persons are bound by provisions equally onerous to those of this Undertaking and fulfil the conditions of the tender specifications of the procurement procedure referred to in the Purpose before releasing to such persons the Proprietary Information. The Recipient shall assume full responsibility towards EUSPA for any breach of the present Undertaking by the Receiving Persons.

~~2.4. If the Proprietary Information is Classified non-PRS Proprietary Information, the Recipient shall request EUSPA authorisation to disclose such Proprietary Information to third parties and provide the EUSPA with an electronic copy of the non-disclosure undertaking signed by such third party or non-disclosure agreement between the Recipient and such third party.~~

~~2.5 Handling of Classified non-PRS Proprietary Information shall, in addition to the terms and conditions of this Undertaking, comply with the applicable security rules¹.~~

~~2.6 If the Proprietary Information is PRS Information, the Recipient shall not disclose such Proprietary Information to third parties. Instead, third parties shall request EUSPA the signature of the Non-Disclosure Undertaking.~~

~~2.7 Handling of PRS Information shall, in addition to the terms and conditions of this Undertaking, comply with the applicable security rules².~~

2.48 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.

¹ Commission Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU-classified information, and Specific arrangement concluded between the European Commission.

² Decision No 1104/2011/EU and the Common Minimum Standards referenced therein.

2.59 The Proprietary Information is provided "as is". The Recipient acknowledges that the EUSPA 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.

2.610 The Recipient acknowledges and accepts that the EUSPA will not be liable for any damage related to the disclosure of the Proprietary Information, even when such disclosure has been authorised by the EUSPA, 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.

2.714 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 EUSPA thereof.

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

5. Article 4 of Annex I.G to the Tender Specifications, 'Template Non-Disclosure Undertaking', is amended as follows:

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 unless a contract is signed including confidentiality obligations according to the following paragraph. Following signature of such a contract as a result of the tender, any information exchanged for the purpose of conclusion and execution of the contract signed following the tender is not covered by this Undertaking but by the resulting contract.

4.2 Upon the expiration of this Undertaking, the Recipient shall ~~return to the EUSPA headquarters all the Proprietary Information and any copies made of them [in case of Classified Proprietary Information and/or PRS Information] and~~ destroy all the Proprietary Information and any copies of it ~~[in case of non-Classified Proprietary Information and non-PRS Information]~~. The destruction shall be certified in writing by the Recipient and sent to the EUSPA to legal@euspa.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 ~~and 2.4~~ above, return/destroy (in line with the previous paragraph) such Proprietary Information and any copies made of them.

6. Article 6 of Annex I.G to the Tender Specifications, 'Template Non-Disclosure Undertaking', is amended as follows:

[...]

6.2 Communication of the Proprietary Information:

	Recipient	EUSPA
Proprietary Information	Mr/Ms _____ Function/title Company name Address Address Tel: Email:	European Union Agency for the Space Programme Legal and Procurement Department Janovského 438/2 17000 Prague 7 – Holesovice Czech Republic Email: tenders@euspa.europa.eu
Classified non-PRS information – level of classification RESTREINT UE/EU RESTREINT	Mr/Ms _____ Function/title Company name Address Address Tel: Email:	European Union Agency for the Space Programme Security Department CADM Janovského 438/2 17000 Prague 7 – Holesovice Czech Republic Email: rue-docs@euspa.europa.eu
Classified information – level of classification CONFIDENTIEL UE/EU CONFIDENTIAL or SECRET UE/ EU SECRET or PRS Proprietary Information	Mr/Ms _____ Function/title Company name Address Address Tel: Email:	European Union Agency for the Space Programme Security Department Registry Control Officer Janovského 438/2 17000 Prague 7 – Holesovice Czech Republic Email: RCO@EUSPA.europa.eu
Undertaking related communications	Mr/Ms _____ Function/title Company name Address Address Tel: Email:	European Union Agency for the Space Programme Legal and Procurement Department Janovského 438/2 17000 Prague 7 – Holesovice Czech Republic Email: tenders@euspa.europa.eu

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