

expenses) awarded against, suffered, incurred, or agreed to be paid by the Agency as a result of or in connection with any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Services or either party's performance of this Article II.8. The Contractor's liability under this indemnity shall not be subject to the exclusions and limitations of liability set out in Article II.2.4.

- II.8.6.** When the Contractor retains pre-existing rights on parts of the intended outcome of the performance of the Contract which is delivered and finally accepted by the Agency ("the result"), reference shall be inserted to that effect when the result is used as set out in Article II.8.1 with the following disclaimer: © - year - EMA. All rights reserved. Certain parts are licensed under conditions to EMA.

Article II.9 – Confidentiality

- II.9.1.** In this Article, "Information" shall include any information intentionally or unintentionally provided directly or indirectly by either the Agency or the Contractor to the other in oral or documentary form or by way of electronically accessible media or other tangible form or by demonstrations and whether created or arising in connection with the Services or existing before, on or after the date of the Contract.

- II.9.2.** In this Article, "Confidential Information" shall mean:

(a) in respect of Information provided in documentary or by way of a presentation or in other tangible form, Information which at the time of provision is marked or otherwise designated to show expressly or is created or arises as a consequence of the provision of the Services or by necessary implication that it is imparted in confidence; and

(b) in respect of Information that is imparted orally, any information that the Agency or its representatives informed at the time of disclosure was imparted in confidence; and

(c) in respect of Confidential Information imparted orally, any note or record of the disclosure; and

(d) any copy of any of the foregoing; and

(e) the fact that Services are being provided hereunder.

- II.9.3.** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge or disclose to any third parties any Confidential Information without the prior written consent of the Agency. The Contractor shall continue to be bound by this undertaking after the termination or expiry of this Contract.

- II.9.4.** The Contractor shall obtain from each member of the Contractor's Staff, any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the Contract, an undertaking that they will respect the confidentiality of any of the Confidential Information and that they will not divulge or disclose to any third parties or use for their own benefit or that of any third party any Confidential Information not available publicly, even after termination or expiry of this Contract.

Article II.10 - Use, distribution and publication of information

- II.10.1.** The Contractor shall authorise the Agency to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, the identity of the Contractor, the subject matter, the duration, the amount paid and any other information