



Template 1

CONFIDENTIALITY UNDERTAKING

to be signed by Individual(s) upon joining ESMA

I, Nicoletta Giusto

Whereas, in the course of the work that the European Securities and Markets Authority (“ESMA”) will ask me to carry out, I may obtain information in writing (which includes printed and computer-based information) or orally relating to ESMA’s work, including information about third parties; and

in consideration of being engaged or permitted to carry out that work;

I hereby agree and acknowledge as follows:

1. For the purposes of this undertaking I am aware of Article 1 of Conditions of Employment of Other Servants of the European Communities as provided for in the Union’s Staff Regulations, of Article 70 of Regulation (EU) No 1095/2010¹ and of all obligations applicable to the staff of ESMA in the Union’s Staff Regulations, particularly concerning personal interests, integrity, and the unauthorised disclosure of information.
2. I will treat all Confidential Information as confidential.
3. I will not disclose (or permit any other person to disclose) in any way to any third party any Confidential Information without ESMA’s prior written consent.
4. I will not use (or permit any other person to use) any Confidential Information other than for the purposes of my work in connection with ESMA activities.
5. I will return to ESMA all Confidential Information no later than the end of my engagement to carry out work for ESMA and sooner if I have no further use for them.

¹ Pursuant to Article 70(1) of Regulation (EU) No 1095/2010, “members of the Board of Supervisors, and all members of the staff of the Authority, including officials seconded by Member States on a temporary basis, and all other persons carrying out tasks for the Authority on a contractual basis, shall be subject to the requirements of professional secrecy pursuant to Article 339 TFEU and the relevant provisions in Union legislation, even after their duties have ceased”.



6. This undertaking shall not apply to any information that I can reasonably prove was known to me before the date of this undertaking or which becomes public knowledge otherwise than as a result of a breach of any of the above undertakings.
7. All rights in any writings or other work done by me in connection with my work at ESMA shall be the property of ESMA.
8. I continue to be bound by this undertaking after the end of my engagement to carry out work for ESMA, and without limit of time.
9. I acknowledge that improper disclosure of Confidential Information may constitute serious misconduct and I may be subject to disciplinary measures and may be required to make good, in whole or in part, any damage suffered by the Union as a result of such disclosure.
10. I acknowledge that, where improper disclosure of information is a criminal offence, I may be prosecuted for such disclosure before a court with relevant jurisdiction, which may include the court of a Member State of the Union.
11. The Court of Justice of the European Union shall have jurisdiction in disputes arising in relation to disciplinary measures under this undertaking.
12. For the purpose of this undertaking the following definitions apply:

“ESMA Activities” includes (but is not limited to) activities related to my role and responsibilities at ESMA, including any attendance at any meeting whether or not with attendees who are not staff of ESMA; and the production or review of any documents.

“Confidential Information” means all information, facts, data and any other matters of which I acquire knowledge, either directly or indirectly, as a result of my ESMA activities whether or not contained in a document of any kind (electronic or on paper or any other medium).

“Third party” means any legal or natural person other than ESMA and its staff.

I have read and understood this undertaking, and agree to its terms.

Signed..... [Signed]

Date.....29/10/2020.....



Witnessed by (name, area, and signature of officer): Sophie Vuarlot-Dignac, Ethics Officer
[Signed]