

## Commitment Letter

### To whom it may concern:

- taking into account that \_\_\_\_\_ (*company name*) wishes or has been requested to participate in the Emergency Team (ET) of a Technical Investigation Procedure (hereinafter referred to as “TIP”) of the Good Seed and Plant Practices (GSPP) Foundation initiated by a GSPP Participant on \_\_\_\_\_ (*date*) regarding a notification of a confirmed Cmm infection, \_\_\_\_\_ (*company name*) must sign this Commitment Letter in order to participate in this TIP.

Herewith the undersigned \_\_\_\_\_ (*company name and address*) in this matter duly represented by \_\_\_\_\_ (*name of the person signing this commitment letter*) in its capacity of \_\_\_\_\_ (*position of the person signing this commitment letter*) declares to adhere to all obligations as laid down in the TIP which forms a part of the GSPP standard as provided.

Furthermore the undersigned agrees to accept the following obligations:

1. \_\_\_\_\_ (*company name*) (hereinafter referred to as “the Company”) shall provide to the other companies participating in the TIP all information and documentation in its possession requested and necessary to be able to perform the TIP.
2. The Company shall treat any and all information, data, materials including seeds and knowledge, in whatever form, of which they become or have become aware during the performance of the TIP, hereinafter together referred to as “the Information”, as confidential.
3. The Company undertakes to hold the Information in strictest confidence during the TIP and for a period of 20 years from the date of signing this Commitment Letter and undertakes not to disclose or allow the disclosure of (any part of) the Information to any third party, or to make (any part of) the Information publicly available.
4. The Company undertakes to use the Information only for the execution of the TIP and not for any other purpose.

5. The aforementioned obligations shall not be applicable to the Information or any part thereof:
  - a. which was already in the public domain prior to the receipt of the Information by the Company, or
  - b. which has become part of the public domain during or after the receipt of the Information by the Company, otherwise than through any negligence or unlawful act of the Company, or
  - c. of which the Company is able to demonstrate that the Information was already in their possession prior to the TIP, or
  - d. of which the Company is able to demonstrate that the Information was disclosed by a third party, which third party was not bound by a confidentiality obligation, or
  - e. which is required to be disclosed by law or by order of the court provided that the Company first provides the other parties to the TIP with notice of such requirements and of its intent to disclose the Information, or
  - f. to which disclosure and/or use the other parties to the TIP have given their prior written approval to the Company.
  
6. The Company is entitled to give its employees who perform the TIP access to the Information, as far as such is necessary for them to fulfil their tasks. The Company will ensure and is responsible that their employees who participate in the TIP will hold the Information in strictest confidence and use the Information strictly in accordance with the provisions of this Commitment Letter.
  
7. At the request of the other participants to the TIP, the Company shall destroy or return, depending on the request, all Information in their possession.
  
8. Except in case of prior written approval of the other participants to the TIP, the Company shall not disclose to third parties any details about the TIP.
  
9. The Company furthermore agrees to make an advance payment of €3,000 (*three thousand Euros*) to GSPP Foundation by transferring this amount in the name of GSPP Foundation upon signing this Commitment Letter.

As accepted, agreed upon and signed on \_\_\_\_\_ (*date*)

By \_\_\_\_\_ (*company name*)

\_\_\_\_\_  
Name:

Position: