**Public Tender Number 3/13**

**Appendix C1**

**Commitment by the Company and its Employees to Maintain Confidentiality**

**Note**

This translation is intended solely for the convenience of the reader. This translation has no legal standing in the RFP and although every effort has been made to ensure its accuracy, the Bank of Israel does not assume any responsibility whatsoever as to its accuracy and is not bound by its contents. Only the original Hebrew text is binding and the reader is advised to consult the authoritative Hebrew text.

I hereby declare that I am aware that all knowledge in my possession or that shall come into my possession or that of my employees while performing their obligations pursuant to this agreement or in connection therewith are confidential, and I undertake to keep any such knowledge secret.

I hereby declare that I have attentively read Sections 91, 118 and 119 of the Penal Code, 5737–1977, regarding the prohibition of and penalties for providing official information by a party to a contract with an audited institution as defined in the State Comptroller Law, 5718–1958, as well as Section 23b of the Protection of Privacy Law, 5741–1981 and Section 80 of the Bank of Israel Law, 5770–2010.

I am acquainted with their contents and I am aware that they are directed at me and are binding upon me, and that the non-fulfillment of my obligations pursuant to this declaration constitutes a contravention of those Sections.

**The Bank of Israel Law**

Section 80:

1. No person shall disclose information provided to him, nor shall he show a document given to him pursuant to this Law, but he is permitted to disclose information or to show a document if the Governor views it as necessary for the purposes of criminal proceedings, including a criminal investigation.
2. Notwithstanding the provisions of sub-Section (a), the Governor is permitted to disclose information or to show a document to a supervisory authority, provided that the information or the document are necessary for the purpose of fulfilling the role of the supervisory authority.
3. No person shall disclose information nor show a document provided to him pursuant to the provisions of sub-Section (b).

**The Penal Code**

Section 91: “In this section… information—includes information that is not correct, and any outline, program, password, symbol, formulation, object or part thereof that contain information or that may serve as a source of the information;

Delivery—includes delivery through signaling and signing, and including the means of delivery. Where an action is done with a particular intention, it means an action or omission with the same intention without lawful authorization.”

Section 118: “(a) Should a person be a party to a contract with the State or with an audited institution as defined in the State Comptroller Law 5178–1958 (Combined Version), and the contract contains an obligation to maintain the secrecy of knowledge he receives due to the execution of the contract, and he delivered that knowledge without lawful authority to a person who was not authorized to receive it, he is liable to imprisonment of one year.

(b) In this Section, “party to a contract”—includes someone who works, as an employee or a contractor, to execute the contract; however, it shall be a fit defense for a defendant pursuant to this Section who did not know of the obligation to keep such knowledge secret if he delivered the information in good faith.”

Section 119: Someone to whom an official document is delivered with the clear condition that he must keep it secret, who delivers it to a person who is not authorized to receive it, is liable to imprisonment of one year. Should he prove negligent in maintaining it or commit an act that may endanger the security of the document, he is liable to imprisonment of six months.

**The Privacy Protection Law**

Section 23b: (a) Providing information from a public institution is forbidden, unless the information has been widely published under lawful authority, or if the person to whom the information relates has given his agreement to its delivery.

(b) Nothing in the provisions of this Section shall prevent a security authority as defined in Section 19 from obtaining or delivering information for the purpose of fulfilling its role, provided that the delivery or receipt is not prohibited by legislation.

I hereby declare that in the fulfillment of my role, I will view as secret any item that comes to my knowledge by way of the fulfillment of the role and which is required pursuant to any law.

I commit not to make any public use of the name of the Bank or of the association with it without the advance written approval of the Bank.

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| Surname | First name | ID number | Date | Signature |
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| **Signed in the presence of:** | | | | |
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