**TUPE CONFIDENTIALITY UNDERTAKING**

To: Stoke-on-Trent City Council, whose principal address is Civic Centre, Glebe St, Stoke-on-Trent ST4 1HH (the **Council**)

Re: Contract for domestic gas servicing and remedial repairs [( *H&C/2018/68\** )] (the **Contract**)

In relation to the Council's Invitation to Tender for the Contract, and having taken appropriate legal advice, we intend to submit a tender on the basis that the Transfer of Undertakings (Protection of Employment) Regulations 2006 shall apply to the proposed Contract. Accordingly, we hereby formally request that the Council provides us with the relevant TUPE schedules concerning the staff that would be subject to transfer following the award of the contract (“the **TUPE Information**”).

In consideration for the provision of the TUPE Information we undertake:

· To treat the TUPE Information provided to us in the strictest confidence

· To use the TUPE Information solely for the preparation of our tender and for no other purpose

· Not to copy or reduce to writing any part of the TUPE Information except as may reasonably be necessary for the submission of our tender and that any copies, reductions or reproductions in writing made shall be the property of the Council

· Not to disclose the TUPE Information for any purpose to any other party whatsoever save to such of our employees who need to know the same for the purposes of our tender.

· To ensure that any of our employees to whom the TUPE Information is disclosed shall observe in full the terms of this undertaking.

· To apply to the TUPE Information such security measures as are considered necessary bearing in mind the nature of the said information.

· To return to the Council the TUPE Information and all copies of the same in whatever format they may exist within 21 days of a written request from the Council.

Further we undertakes to indemnify and at all times keep the Council fully indemnified against all and any loss or disclosure of the TUPE Information or any part thereof caused by us or any of our employees in breach of the above mentioned undertakings and from all actions, proceedings, claims, demands, costs, awards and damages properly incurred or awarded as a result thereof.

We also acknowledge that Stoke-on-Trent City Council may refuse to accept a non-TUPE tender

Signed ………………………………………………………………………..…………….. (Duly authorised signatory)

Name: ………………………………………………….…………………………………... (In block capitals)

Job Title: …………………………………………….…………………………………………………………………….

Organisation: …………………………………………………………..…………..…. (Full name of Tendering organisation)

Address: ……………………………………………………………………………………………………………………

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Telephone Number…………………………………………………… Date:……………………………………………

E-mail Address…………………………………………………………………………………………………………….