

TORBAY COUNCIL

Appendix B Confidentiality Agreement Relating to the Provision of TUPE Information

Contract Title

TPL1921 – Green Infrastructure Services

I/we hereby agree with the terms laid out in the Agreement below.

Signed (*duly authorised signatory*)

Name (*in block capitals*)

Job Title

Organisation (*“the Applicant”*)

Date

The Applicant must submit their signed Agreement via the Messaging area on the Supplying the South West e-tendering portal. Upon receipt of the signed Agreement the TUPE schedules will be issued to the Applicant via the same.

AGREEMENT

In relation to your Invitation to Tender for the above 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 Torbay Council (*“the Authority”*) 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 Authority;

- 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 Authority the TUPE information and all copies of the same in whatever format they may exist within twenty one (21) days of a written request from the Council;

Furthermore we undertake to indemnify and at all times keep the Authority 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 the Authority may refuse to accept a non-TUPE tender.