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**Schedule 7 – Confidentiality Agreement**

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FOR

**HAC5901 Sanctuary Scheme Project**

This Agreement is made on the date stated at the end

Between

The Mayor and Burgesses of the London Borough of Tower Hamlets of Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG (the Council) of one part

and:

Bidder Contact Name:

Bidder Name:

Bidder Address:

* 1. The parties recognise that in order for the Bidder to submit a bid in respect of the above mentioned contract, the Council has to make available for the Bidder access to various information.
  2. The parties agree that the following comprises Confidential Information:-

“all information and data whether verbal, printed, or in electronic form accessed by the Bidder or which comes to his/her knowledge during the term of this Agreement and all information and data in whatever medium produced by, or which arises out of the Bidder submitting a bid, and also includes any copy or extract of the foregoing in whatever medium.”

* 1. Except in so far as such matters properly come into the public domain or are required to be disclosed by a court of competent jurisdiction the Service Provider undertakes:-
     1. To keep all Confidential Information secret at all times, and
     2. Not to use it in whole or in part for any purpose except for the performance of the services, and
     3. To take all proper and reasonable measures to ensure the confidentiality of the Confidential Information, and
     4. Keep all materials and medium containing Confidential Information in a safe and secure place and return them to the Council immediately on the expiry of this Agreement or earlier upon the request of the Council. The Bidder must not remove any Confidential Information from the Council premises either physically or by facsimile or electronic transmission.
  2. The Bidder shall not make any comment whatsoever (either verbally or in writing) on the bid he/she is submitting or the fact that he/she is bidding for the services in any press release without the prior written consent of the Council.
  3. The Bidder agrees that all rights (including copyright) in the documentation in whatever medium, produced by him/her as a result of submitting a bid, remains the sole property of the Council.
  4. The Bidder agree to comply with the provisions of the Data Protection Act 1998, in particular with regard to the processing of any personal data, and to abide by the Council’s security procedures with regard to accessing its information technology systems including electronic mail, the internet and the intranet.
  5. The obligation in this clause relating to non-disclosure of Confidential Information shall remain in force and shall survive this agreement.

I agree to be bound by the above mentioned terms and conditions of this Confidentiality Agreement.

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| --- | --- |
| Print Name In Full |  |
| Position |  |
| Date |  |