

# TORBAY COUNCIL

## Appendix B Confidentiality Agreement

### Tender Title

**TELS5222 - Two to Five (2-5) Childcare**

I/we hereby agree with the terms laid out in the Agreement below, in relation to the provision of (please select each of the documents you wish to access):

- A. TUPE Information being Appendix C Base Data of Staff ; and / or  
B. All other Confidential Information / Appendices being: Not Applicable.

Signed ( <i>duly authorised signatory</i> )	
Name ( <i>in block capitals</i> )	
Job Title	
Organisation ( <i>“the Applicant”</i> )	
Date	

The Applicant must submit their signed Agreement through the Messaging Facility on ProContract and the information requested as indicated above will be issued to the Applicant through the Messaging Facility.

### A. TUPE Information

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 21 days of a written request from the Authority;

Further we undertakes 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.

## **B. All other Confidential Information / Appendices**

In consideration for the provision of any of the information requested as detailed at points B1 to B4 above, we undertake:

- Treat the information provided to us in the strictest confidence;
- To use the information solely for the preparation of our tender and for no other purpose;
- Not to copy or reduce to writing any part of the 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 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 information is disclosed shall observe in full the terms of this undertaking;
- To apply to the information such security measures as are considered necessary bearing in mind the nature of the said information;
- To return to the Authority the information and all copies of the same in whatever format they may exist within 21 days of a written request from the Authority;

Further we undertakes to indemnify and at all times keep the Authority fully indemnified against all and any loss or disclosure of the 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.