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# CONFIDENTIALITY AGREEMENT

**Rowan Tree House Registered Care and Support Services**

**The Confidentiality Agreement must be signed and returned via the e-portal messaging system** [**www.supplyingthesouthwest.org.uk**](http://www.supplyingthesouthwest.org.uk) **(Pro Contract)**

 **Please ensure you use the messaging functionality to return the duly signed**

 **Confidentiality Agreement.**

**The TUPE information will only be released upon receipt of the signed Confidentiality Agreement.**

To: GLOUCESTERSHIRE COUNTY COUNCIL of Shire Hall Westgate Street Gloucester GL1 2TG ("the Authority")

From: [insert Recipients organisation name]

**"Confidential Information"** means information relating to the TUPE information

Disclosed to the Recipient or any employee of the Recipient by the Council whether written, oral or other form which is disclosed during the tender for the provision **Rowan Tree House Registered Care and Support Services**

**"Permitted Use"** means use solely for the purpose of evaluating whether

and how the Recipient can provide the **Rowan Tree House Registered Care and Support Services .**

The Recipient agrees that in consideration of the Council agreeing to disclose the Confidential Information, the Recipient agrees that:

a) the Recipient will not without the Council's prior written consent disclose any part of the Confidential Information to any third party and will use its best endeavours to prevent the unauthorised publication or disclosure of the same;

b) the Recipient will divulge the Confidential Information only to those employees of the Recipient who need to know the Confidential

 Information for the Recipient to make use of it for the Permitted Use;

c) the Recipient will not use the Confidential Information or any part of it for any purpose other than for the Permitted Use;

1. the Recipient will ensure that its employees with access to the Confidential Information are aware and comply with the obligations set out in this Certificate;
2. if requested by the Council the Recipient shall return to the Council documents and materials ( and any copies) containing, all incorporating, or based on the Confidential Information and reflecting;
3. the Recipient shall erase all the Confidential Information from its computer systems, on which it is stored in electronic form (to the extent possible).

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Status: for and on behalf of:

[insert company name]

[company address]

Email: [insert contact detail]

Phone number: [insert details]

Date: [insert]