

**Commissioning and Contracts**

Ref: Partnership Framework Agreement for Domestic Abuse Prevention and support

Reply via: Procontract Messaging

**TUPE Confidentiality Agreement**

**(Removal of Data/Information from Council Premises)**

As part of the tender process for the above services (“the Services”), Milton Keynes Council has agreed to arrange to make available to you certain information relating to the employees of the current service provider on the basis referred to in this letter. All such information (however provided whether in writing or orally or electronically or by other means) and in whatever form (whether in words or as data or designs or otherwise) is referred to in this letter as “Confidential Information”.

In consideration of us making available to you the Confidential Information you have agreed to be bound by the following terms:

1. Save as expressly permitted by this letter you will keep the Confidential Information strictly private and confidential and will not:
2. disclose any of the Confidential Information or any of its terms or any of its details other than to the extent (if any) to which we have given you our prior written consent to disclose; or
3. use any of the Confidential Information for any purpose, including any commercial or competitive purpose otherwise than in connection with the current tendering exercise relevant to the Services referred to above.
4. The undertakings given above will not apply to any Confidential Information: which is or becomes public knowledge (other than as a result of a disclosure by you or Agents (defined below) in breach of obligations under this letter); or is or becomes available to you or your agents on a non-confidential basis; or
5. is or becomes public knowledge (other than as a result of a disclosure by you or your Agents in breach of this letter); or
6. is or becomes available to you or your Agents on a non-confidential basis from a third party with a legitimate right to disclose it; or
7. is information you are required to disclose by reason of any legal requirement or any requirement of any applicable regulatory authority.
8. To the extent required to enable you to submit a tender for the Services to Milton Keynes Council as part of the current tendering process, you may disclose Confidential Information to those of your employees and professional advisers ("Agents"), as reasonably needed in the course of their duties to receive the same, but only on condition that:
9. you procure that they agree to be bound by the terms of this letter as if they were a party to it; and
10. you shall be liable for any breach of or non-compliance with the terms of this letter by your Agents as though the breach or non-compliance were your own.
11. If, by reason of any legal requirements or of any rule of any applicable regulatory organisation, you are required to disclose part or all of the Confidential Information, you will inform us of this prior to disclosure.

5. You will indemnify us in respect of any costs, damages, direct losses and/or expenses that we may suffer or incur in connection with any breach by you or your Agents of the terms of this letter.

1. If requested by us you will, and will procure that your Agents will, either destroy or return to us all documents, disks or other things containing or comprising Confidential Information and any copies thereof and either hand over or destroy all notes prepared by you or them relating to any Confidential Information.
2. No reasonable failure or delay by us in exercising any right, power or privilege under this letter shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege hereunder or otherwise.
3. You agree that damages would not be adequate for any breach of any of the undertakings contained herein and that we will be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach by your company of any such undertakings.
4. You acknowledge that neither we nor any other person give any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and no responsibility or liability is accepted for any errors, misstatements or omissions in the Confidential Information. Accordingly, neither we nor any other person shall be liable for any direct, indirect or consequential loss or damage suffered by you or by any other person as a result of relying on any statement comprised in or omitted from the Confidential Information.
5. This letter is additional to and not in substitution for any other confidentiality agreement you may have with us.
6. You agree that no intellectual property rights in any of the information provided to you, pursuant to this letter, whether Confidential Information or information that falls within the exception contained in paragraph 2, shall pass to you.
7. This letter shall be governed by and construed in accordance with the Laws of England and you irrevocably submit to the non-exclusive jurisdiction of the English courts.
8. The information requested is for the purpose of meeting the requirements of the Transfer of Undertaking (Protection of Employment Regulations) 2006 associated with the invitation to tender exercise
9. The items will only be retained for the duration of the task (not longer than 3 months)
10. Upon completion, the data provided is to be returned or deleted (in a manner not capable of allowing reconstruction), no later than 1st December 2016.
11. I undertake that, as the Contractor, I am required to maintain absolute confidentiality of all data/information, in any format, supplied by Milton Keynes Council. Where required only staff with suitable current CRB, Enhanced CRB or DBS check will have access to the data/information. I shall not, during the Contract Period or any time thereafter, make use of or disclose to any person, including Council staff, any data/information provided without the permission of the Authorised Officer. I undertake not to make a copy of the data/information and to take full responsibility for the security of the data/information against loss (accidental or otherwise) and I understand that any data/information is provided solely on this basis.
12. Staff given access to data have a current Disclosure & Barring Service (DBS) check,

 DBS N/A

Please confirm your acceptance of the terms of this letter by signing, scanning it and returning to us via the LGSS eSourcing Portal (ProContract).

Contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Sign) Date:\_\_\_\_\_\_\_\_\_\_\_\_

MKC Approval:

Authorised Officer Approval: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Sign & Print Name) Date:\_\_\_\_\_\_\_\_\_\_\_\_

Corporate IT Approval \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Sign & Print Name) Date:\_\_\_\_\_\_\_\_\_\_\_\_

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| Data to be provided on: / /  |
| Data returned and received on: / / Confirmed: |