# **TUPE CONFIDENTIALITY UNDERTAKING**

**IN RESPECT OF**

**[INSERT NAME OF TENDER]**

**TO:** **Eastleigh Borough Council of Eastleigh House, Upper Market Street, Eastleigh, SO50 9YN (“the Council”)**

**FROM:** ………………………………………………………………………………

[To be completed by the Tenderer]

In relation to the above mentioned contract, we declare and accept that we shall not at any time, before or after the latest date for submission of our bid, disclose to any person (except as may be required or permitted by law) the Invitation to Quote/Tender documents, or any information contained therein or subsequently provided to us by you or on your behalf in connection with this Tender, including but not limited to information relating to the Contractor’s staff currently providing the Services for which the Invitation to Quote/Tender has been issued, in order to allow us to assess and evaluate the application of the Transfer of Undertakings Protection of Employment (TUPE) Regulations 2006 (as amended) to the above Services (“**Confidential Information**”).

We further declare and agree that:

1 We will use Confidential Information only for the purposes of preparing our submission and shall promptly return to the Council, uncopied or will delete from our system, all Confidential Information if subsequently we are unable to tender or, having tendered, our Tender is unsuccessful;

2 We shall neither dispose of nor part with possession of any Confidential Information except where the disclosure of such Confidential Information is essential for the procurement of an insurance quotation and/or performance bond in connection with the Tender;

1. We shall not divulge to any third party (and ensure no person employed by us or acting on our behalf divulges) any Confidential Information except to our professional advisers and provided that such advisers maintain the confidentiality of the Confidential Information;
2. We declare that we are and shall remain registered under the Data Protection Legislation or equivalent Legislation in a member state, and that we will comply with the Data Protection Legislation at all times in relation to the documents;
3. We shall indemnify you against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by us of this Undertaking;
4. The obligations of confidentiality and prohibitions undertaken by us in this Undertaking shall cease to apply to any Confidential Information which:

(a) becomes generally known or available to the public through no act or default by us; or

(b) is already known to us prior to disclosure by you; or

1. becomes known to us by disclosure from a third party which has lawful right to disclose the same; or
2. is required to be disclosed as a matter of law or pursuant to the regulations of the London Stock Exchange.

7 We will ensure that our employees, contractors and persons acting on our behalf comply with this Undertaking and confirm that they are subject to appropriate confidentiality undertakings.

8 We acknowledge that in the event of a breach by us of this Undertaking the Council may treat any tender submitted by us as invalid and of no effect.

Please note: EBC have not made a judgement as to whether TUPE applies.

The Council will be passing on TUPE info as compiled by the existing provider which is not verified by us and as such we are not in a position to confirm whether or not the hours worked in various locations are delivering the principal activities that would constitute TUPE eligibility.

Signed: ..................………………………......................................

Name: ..............….......……………………….......................

Position: …………………………………………………………

Duly authorised to sign tenders for and on behalf of: [Name of Organisation]

.…..........………...............................……......................……………………..