**CONFIDENTIALITY AGREEMENT**

**DATED 2020**

**OXFORDSHIRE COUNTY COUNCIL**

 **and -**

***[INSERT FULL NAME OF ORGANISATION]***

**CONFIDENTIALITY AGREEMENT**

**IN RELATION TO**

**Local Stop Smoking Service 2021**

**Project Number I - 1129**

N Graham

Chief Legal Officer

Oxfordshire County Council

County Hall

New Road

Oxford OX1 1ND

Bidder Confidentiality Agreement LS0.1

**THIS AGREEMENT** is made the day of 2020

**BETWEEN:**

**(1) Oxfordshire County Council** of County Hall, New Road, Oxford OX1 1ND (the “Council”); and

**(2) [*Insert full name of Organisation*]** (if a company, company number [ ])whose registered office is at *[insert full address, registered office address where applicable]* (the “Organisation”).

**WHEREAS:**

(A) The Council has agreed to provide information relating to the numbers of staff employed in providing Local Stop Smoking Service 2021 in Oxfordshire and their terms of employment to enable the Organisation to participate in the Council’s tender process.

(B) In consideration of the supply of the information, the Organisation has agreed to comply with the following terms in connection with the use and disclosure of such information.

### IT IS AGREED AS FOLLOWS:

1 Definitions and Construction

* 1. In these conditions, except where the context otherwise requires, the following expressions have the following meanings:

**“Agreement”** means this confidentiality agreement including the Schedule;

**“Confidential Information”** means all information (in whatever form) disclosed or made available, directly or indirectly, by the Council (including its agents, employees and subcontractors) to the Organisation (including its agents, employees and subcontractors) relating to the business operations and the staff of the Council’s outdoor learning service, including but not limited to that listed in the Schedule;

**“Enactments”** means directives, statutes, regulations, orders, judgements of relevant courts of law, instruments, national and governmental codes of practice and best practice guidelines or other similar instruments as the same may be amended, replaced or re-enacted by any subsequent directive, statute, regulation, order, instrument, code or guidelines and references to any statute shall also include any secondary legislation made under it and references in the Agreement to a specific Enactment shall be construed on this basis; and

**“Purpose”** means the purpose for which the Confidential Information is being provided as set out in the Schedule.

1.2 The headings and titles in the Agreement are for ease of reference only and shall not be taken into account in its construction or interpretation.

1.3 The expression “person” used in the Agreement shall include any individual, partnership, local authority or incorporated or unincorporated body.

1.4 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction.

1.5 The expression “including” means including without limitation or prejudice to the generality of any preceding description, defining term, phrase or word(s) and “include” shall be construed accordingly;

1.6 Words importing the masculine gender include the feminine gender and words in the singular include the plural and vice versa.

1.7 The Agreement constitutes the entire understanding between the Organisation and the Council in relation to the subject matter of the Agreement and supersedes all prior contracts, undertakings, representations and negotiations whether oral or written except that nothing in this condition shall exclude or restrict liability for fraudulent or fundamental misrepresentations.

# 2 Confidentiality Undertaking

The Organisation undertakes to the Council:

2.1 to keep the Confidential Information secret at all times;

2.2 not to disclose the Confidential Information or allow it to be disclosed in whole or in part to any third party without the Council's prior written consent;

2.3 not to use it in whole or in part for any purpose except for the Purpose; and

2.4 apply the same security measures and degree of care to the safekeeping of the Confidential Information as it applies to its own confidential information, which the Organisation warrants as providing adequate protection from unauthorised disclosure, copying or use.

3 Return of information and property

The Organisation shall, at the Council’s option forthwith deliver to the Council upon request or destroy all Confidential Information which the Organisation has received under this Agreement and which is still in its possession, including any copies made, and make no further use or disclosure of any of the Confidential Information. Where the Organisation destroys any such Confidential Information, it shall provide a certificate signed by an authorised signatory confirming that such materials have been destroyed.

4 Freedom of Information

4.1 The Organisation shall co-operate with the Council and supply to it all information properly required in connection with any request received by the Council under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 and shall supply all such information and documentation at no cost to the Council within 7 days of a request from the Council.

4.2 The Organisation acknowledges that in responding to requests received by the Council under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the Council will be entitled to provide information relating to the Agreement which may include Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

5 Acknowledgement by the Organisation

The Organisation acknowledges that by entering into the Agreement, the Council does not warrant that it will award a contract or enter into any further arrangements with the Organisation.

6 Applicable Law and Jurisdiction

The Agreement shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the courts of England and Wales.

7 The Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement, but this does not affect any rights which are available apart from this Act.

**AS WITNESS** the hands of the Organisation have been set the day and year first before written.

**SIGNED by [*name*]**

**Signature**

Position