**Date:**  20 June 2019

**My ref:**

**Your ref:**

**Contact:** Geoff Wall

**Direct dial:** 01275 884730

**Email:** Geoff.wall@n-somerset.gov.uk

Via Pro-contract

Dear Bidder

**Green Team (Natural Environment and Highways Operations) Contract**

Further to your interest in the above contract in order to be provided with TUPE and any other confidential information could you please sign, date and return the attached Confidentiality form. Returns should be submitted through the messaging facility within the Supplyingthesouthwest portal.

Yours sincerely

Geoff Wall

Project and Resources Manager

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**Letter of Confidentiality re** **Green Team (Natural Environment and Highways Operations) Contract**

In consideration of North Somerset Council making available to us and our professional advisers confidential information including that relating to individual employees, we hereby undertake and agree with you as follows: -

1. That save as required by law we shall not disclose such information provided to any third party other than our professional advisers, or such of our directors or employees involved in the tender for the above titled Contract.
2. That neither we nor our professional advisors shall initiate or engage in any contact of any kind with staff or employees other than in the ordinary course of our business.
3. All information of whatsoever nature disclosed to us by you relating to the employee transfer shall be treated as strictly confidential and accordingly shall not, without your written consent be disclosed to any person other than our own professional advisers and such of our directors or senior employees as are directly concerned with our evaluation, save as required by law. We shall procure that each person to whom such a disclosure is made complies with the terms of this undertaking as if that person had also given it.
4. The phrase” Confidential Information” shall not include any of the following:-
5. information lawfully in our possession or that of our advisers prior to its disclosure by you to us;
6. information in the public domain prior to its disclosure by you to us;
7. information which comes into the public domain after its disclosure by you to us (other than by reason of action of us or our advisors).
8. None of the “Confidential Information” shall be used by us or our professional advisers for any purpose other than in connection with the above titled contract.
9. We shall not and shall procure that our professional advisers shall not take or make copies of any “Confidential Information”, or authorise any other person so to do other than for the purpose of supplying “Confidential Information” to our other professional advisers, or to our directors and senior employees to whom disclosure of such information is permitted under paragraph (iii) above.
10. None of the information provided, whether “Confidential Information”, or otherwise, shall constitute a representation, nor shall any such information be warranted.

 We agree to be bound by the terms of this letter.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name in capital letters)

 on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2019