**CONFIDENTIALITY AGREEMENT FORM**

**Mental Health Supported Housing & Floating Support**

1.1. The parties recognise that in order for the Bidder to submit a bid in respect of the above mentioned contract, The Royal Borough of Kingston has to make available for the Bidder access to various information.

1.2. The parties agree that the following comprises Confidential Information:

 “all information and data whether verbal, printed, or in electronic form accessed by the Bidder or which comes to his/her knowledge during the term of during the bidding period (being the period from expression of interest through bid submissions and award) and all information and data in whatever medium produced by, or which arises out of the Bidder submitting a bid, and also includes any copy or extract of the foregoing in whatever medium.”

1.3. Except in so far as such matters properly come into the public domain or are required to be disclosed by a court of competent jurisdiction the Bidder undertakes:-

1.3.1. To keep all Confidential Information secret at all times;

1.3.2. Not to use it in whole or in part for any purpose except for the purposes of submitting a bona fide bid;

1.3.3. To take all proper and reasonable measures to ensure the confidentiality of the Confidential Information; and

1.3.4. Keep all materials and medium containing Confidential Information in a safe and secure place and return them to The Royal Borough of Kingston immediately upon the request of The Royal Borough of Kingston or otherwise destroy them after the bidding period.

The Bidder must not remove any Confidential Information from The Royal Borough of Kingston premises either physically or by facsimile or electronic transmission.

1.4. The Bidder shall not make any comment whatsoever (either verbally or in writing) on the bid he/she is submitting or the fact that he/she is bidding for the services in any press release without the prior written consent of The Royal Borough of Kingston.

1.5. The Bidder agrees to comply with the provisions of the Data Protection Act 2018, in particular with regard to the processing of any personal data, and to abide by The Royal Borough of Kingston’s security procedures with regard to accessing its information technology systems including electronic mail, the internet and the intranet.

1.6. The obligation in this clause relating to non-disclosure of Confidential Information shall remain in force and shall survive any subsequent award of contract at the end of this bidding process.

|  **Date** |  |
| --- | --- |
|  **Name:** |  |
|  **Position:** |  |
|  **Signed:**  |  |
| **For and on behalf of:**  |   |