**CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** is made on [Date]

**BETWEEN:**

1. **[Council Name]**, a company incorporated in [England and Wales] with registered number [Company Number] whose registered office is at [Address] (“the Council”); and
2. **[Prospective Contractor Name]**, a company incorporated in [England and Wales] with registered number [Company Number] whose registered office is at [Address] (“Recipient”).

**WHEREAS:**

A. The Council is considering engaging the Recipient to provide services under a contract that may involve the transfer of employees under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”).

B. For the purposes of tendering for and negotiating the potential contract, the Council will disclose certain confidential employee information to the Recipient.

C. The parties wish to protect the confidentiality of such information in accordance with the terms of this Agreement.

**IT IS AGREED as follows:**

1. **Definitions**

In this Agreement:

* + “Confidential Information” means all information disclosed by the Council to the Recipient relating to employees who may transfer under TUPE, including but not limited to employee liability information as defined in TUPE, employee terms and conditions, salaries, length of service, disciplinary records, grievance records, and any other personal data or commercially sensitive information, whether in oral, written, or electronic form.
1. **Obligations of Confidentiality**

2.1 The Recipient undertakes:

(a) to keep the Confidential Information strictly confidential and not to disclose it to any third party without the prior written consent of the Council, except as permitted under clause 3;

(b) to use the Confidential Information solely for the purpose of evaluating the potential provision of services and TUPE implications;

(c) to ensure that only those of its employees, officers, professional advisers or agents who need access to the Confidential Information for that purpose have such access and that they are aware of and comply with the obligations in this Agreement.

1. **Permitted Disclosures**

3.1 The Recipient may disclose Confidential Information:

(a) to its professional advisers for the purpose of evaluating the potential services, provided they are bound by obligations of confidentiality no less onerous than those contained in this Agreement; and

(b) if required by law or regulatory authority, provided that (where legally permissible) the Recipient gives the Council prompt notice to enable it to seek a protective order or other remedy.

1. **Data Protection**

4.1 The Recipient acknowledges that certain Confidential Information will include personal data under the Data Protection Act 2018 and UK GDPR.

4.2 The Recipient undertakes to process such personal data only as necessary for the purposes described in this Agreement, to keep it secure, and to delete or return it upon request or when no longer required for the permitted purpose.

1. **Return or Destruction**

5.1 Upon request by the Council, or if negotiations do not proceed, the Recipient shall immediately return or permanently delete all Confidential Information (including any copies) and confirm such deletion or destruction in writing.

1. **No Licence or Obligation**

6.1 Nothing in this Agreement shall oblige the Council to disclose any particular information or to proceed with any contractual arrangement.

6.2 No licence or intellectual property rights are granted under this Agreement.

1. **Duration**

7.1 This Agreement shall continue in force from the date of signature and survive termination of discussions, with confidentiality obligations continuing for [three (3)] years thereafter.

1. **Governing Law and Jurisdiction**

8.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

8.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales.

**Executed as an Agreement:**

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
For and on behalf of **[Your Company Name]**

Name:
Title:

Date:

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
For and on behalf of **[Prospective Contractor Name]**

Name:
Title:

Date: