# CONFIDENTIALITY UNDERTAKING *(TO BE SIGNED BY TENDERERS)*

**TO: THE GOVERNING BODY OF [SCHOOL] of [address]** (the “Governing Body”)

**FROM**: (the “Tenderer”)

**Whereas:**

1. The Governing Body is conducting a tendering process for the procurement of a contract for the provision of [ ] (the “Proposed Contract”);
2. The Governing Body intends to provide and/or has provided certain documents and information relating to the Proposed Contract (a non-exhaustive list of which is set out in the Schedule hereto) (the “Documents”) to the Tenderer so that the Tenderer may consider such Documents in connection with the submission of a tender for the Proposed Contract;
3. The Documents contain certain confidential information to which the Tenderer will have access (“the Confidential Information”);
4. The Documents are or will be provided to the Tenderer, subject in all respects to the provisions of this Confidentiality Undertaking.
5. The Tenderer hereby undertakesto the Governing Body in consideration of our participation in the tender process for the Proposed Contract and the sum of one peppercorn receipt of which is hereby acknowledged that:
   1. the Tenderer will hold the Confidential Information in the strictest confidence;
   2. the Tenderer will use the Confidential Information only for the purpose of preparing a tender for the Proposed Contract;
   3. the Tenderer will not disclose the Confidential Information to any third party (including without limitation to any agent, professional adviser or associated company) or to any employee other than third parties or employees who need to have access to the Confidential Information to prepare our Tender;
   4. in relation to those third parties or employees who are given access to this Confidential Information, the Tenderer will ensure that they keep the Confidential Information confidential and are bound by a personal undertaking to the Governing Body on the same terms;
   5. the Tenderer will not copy or reproduce the Confidential Information in any way; and
   6. the Tenderer will not directly or indirectly use the Confidential Information for any reason or divulge it without the Governing Body’s prior written consent to any person, firm, company or other organisation save where we can show that the Confidential Information (or the relevant part thereof) has already come into the public domain or we are required to disclose the Confidential Information (or relevant part thereof) by law.
6. The Tenderer agrees that any breach of this undertaking by us or any third party or employee to whom we release Confidential Information may result in legal proceedings being commenced against us including a claim for the recovery of any losses or damages incurred by the Governing Body as a result of that breach. The Tenderer shall in this respect be liable for and shall fully indemnify and keep indemnified the Governing Body against all liabilities, damages, costs, losses, claims, demands and proceedings arising from or in connection with any breach of this Confidentiality Undertaking, however arising by us or any third party or employee in connection with the Confidential Information.
7. The Tenderer agrees that this Confidentiality Undertaking shall be subject to English Law and we hereby agree to submit to the exclusive jurisdiction of the English Courts.

Dated:

Signed by a person who is duly authorised on behalf of the Tenderer:

Full name of signatory:

Position held by signatory:

Address:

**SCHEDULE**

## CONFIDENTIAL INFORMATION

Confidential Information shall include but not be limited to:

[amend as appropriate]

* + - 1. The Tender Documents including without limitation the Instructions to Tenderers (ITT), the Conditions of Contract, the Specification, the Suppliers’ Proposal, any amendments or additions to the Tender Documents, any replies to any queries from Tenderers circulated by the Governing Body during the Tender Period, [any other specific documents should be listed] and any other documentation released by the Governing Body before the Contract is awarded.
      2. Details of any discussions with the Governing Body, its members or advisers in connection with the Tender Documents and any information that might be obtained by the Tenderer through observation at meetings, interviews, presentations, site reference visits or as the Governing Body, its members or advisers may provide to me whether orally or in a written, electronic, physical or visual form regarding the Tender, the Tender Documents, the Services or the Contract.