**Annex 2**

**Confidentiality Undertaking**

**To:** **The Crown Estate**

**RE:** **[xxxxxx]**

I/We declare and accept that we shall not during the procurement for the above Project or at any time thereafter disclose to any person (except as may be required or permitted by law or any court, regulatory or government authority competent to require the same, or as otherwise expressly set out in the ITT) the tender documents or any information contained thereon or subsequently provided to us by The Crown Estate or on The Crown Estate's behalf in connection with this tender, all of which information shall be deemed to be confidential. This shall include, but in no way be limited to information relating to the workforce information provided to allow us to assess and evaluate the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 to the above service.

I/We further declare and agree that:

1. I/We will use such information only for the purposes of preparing our Tender submission and shall promptly return to The Crown Estate un-copied, all the tender documents and other information provided to us in connection with the tender if subsequently we are unable to tender or having tendered our Tender is not successful.
2. Save as required by law, or any court, regulatory or government authority competent to require the same, or as otherwise expressly set out in the ITT:
   1. I/We shall neither dispose nor part with possession of any confidential material provided to us by The Crown Estate or prepared by us pursuant to the tender.
   2. I/We shall not and shall ensure that any person employed by us or acting on our behalf does not divulge to any third party any information which comes into our or their possession in the course of performing the Project or submitting any Tender.
3. I/We declare that we are and shall remain registered under the Data Protection Act 2018.
4. I/We shall indemnify The Crown Estate against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by us of this undertaking.
5. Where a Tender is being submitted on behalf of a consortium of tenderers, only the Lead Member is required to sign and submit this Annex 2 on behalf of the consortium. The Lead Member must have full power and authority to submit this Annex 2 on behalf of all members of the consortium.

Signed for and on behalf of:

Tenderer Name……………..

Name…………………

Date………………………