

**THE MINISTER FOR THE CABINET OFFICE AS REPRESENTED BY CROWN COMMERCIAL SERVICE A TRADING FUND OF THE CAABINET OFFICE**

and

**[the organisation]**

|  |  |  |
| --- | --- | --- |
|  | Non disclosure agreement  (Mutual - corporate) |  |
|  |  |  |

This Agreement is dated [insert date] (the **“Agreement”**)

BETWEEN:

1. the minister for the cabinet office as represented by crown commercial service a trading fund of the caabinet office acting on behalf of the Crown of Capital Building, Old Hall Street, Liverpool, L3 9PP (the **“Authority”**); and
2. [the organisation] a company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number here] whose registered office is at [inset registered address of Company] ( the **“Organisation”**)

together the “Parties” and each a “**Party**”.

BACKGROUND:

A. Each Party wishes to receive Confidential Information from the other for the purpose of submitting a bid for Lot 1 Media Services Activation (Media Buying) of the RM6123 Media Services procurement(the “**Permitted Purpose**”).

IT IS AGREED:

# INTERPRETATION

## In this Agreement, unless the context otherwise requires:

“**Affiliate**” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

|  |  |
| --- | --- |
| **“Authority’s Group”** | means the Authority and any Government Body with which the Authority interacts in connection with the Permitted Purpose; |
| **“Confidential Information”** | means, irrespective of whether it is marked as being confidential or not: Information, including all personal data within the meaning of the Data Protection Legislation, provided by the Authority in connection with the Permitted Purpose (whether before or after the date of this Agreement) that relates to:the Disclosing Party;the Disclosing Party’s Group; orthe operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party or the Disclosing Party’s Group;other Information: (i) provided by the Disclosing Party or the Disclosing Party’s Group to the Receiving Party in connection with the Permitted Purpose (whether before or after the date of this Agreement) or (ii) that ought reasonably to be considered to be confidential which comes (or has come) to the Receiving Party’s attention or into the Receiving Party’s possession in connection with the Permitted Purpose;discussions, negotiations, and correspondence between the Disclosing Party or the Disclosing Party’s Group and/or any of its directors, officers, employees, consultants or professional advisers and the Receiving Party and/or any of their employees, consultants and/or professional advisers in connection with the Permitted Purpose and all matters arising therefrom; andInformation or analysis derived from any of the above; but not including any Information that: was in the possession of the Receiving Party without obligation of confidentiality prior to its disclosure by the Disclosing Party or the Disclosing Party’s Group;the Receiving Party obtained on a non-confidential basis from a third party who is not, to the Receiving Party’s knowledge or reasonable belief, bound by a confidentiality agreement with the Disclosing Party or any member of the Disclosing Party’s Group or otherwise prohibited from disclosing the information to the Receiving Party;was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; orthe Receiving Party evidences to the reasonable satisfaction of the Authority was independently developed without access to the Confidential Information; |
| **"Control"** | means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and "**Controls**" and "**Controlled**" shall be interpreted accordingly; |
| **"Copies"** | means copies, reproductions, summaries, extracts, analyses, memoranda, notes or compilations (in any form or medium, including electronic or digital files of any kind) of Confidential Information, or any other documents, electronic files or records containing, reflecting or derived from the Confidential Information; |
| **"DPA"** | means the Data Protection Act 2018; |
| **“Data Protection Legislation”** | (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; |
| **“Disclosing Party”** | means a Party that directly or indirectly discloses or makes available Confidential Information; |
| **“Disclosing Party’s Group”** | means, where the Disclosing Party’s Group is:   1. the Organisation, any of its Affiliates; and 2. the Authority, any Government Body and any Affiliate of either. |
| **“Effective Date”** | means the date of this Agreement as set out above; |
| **“Government Body”** | means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:   1. Government Department; 2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); 3. Non-Ministerial Department; or 4. Executive Agency; |
| **"GDPR"** | means the General Data Protection Regulation 2016/679/EU; |
| **“Environmental Information Regulations”** | means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Body in relation to these Regulations; |
| **“Freedom of Information Act or FOIA”** | means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to this Act; |
| **“Information”** | means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); |
| **“Information Return Notice”** | has the meaning given to it in Clause 6.1; |
| **"Party Personal Data"** | has the meaning given to it in Clause 7.2 of the Agreement; |
| **“Permitted Purpose”** | has the meaning given to it in the recital to this Agreement; |
| **“Receiving Party”** | means a Party that directly or indirectly receives Confidential Information from a Disclosing Party; |
| **“Representatives”** | means employees, officers, agents, and/or advisers of the Authority or the Organisation; |
| **“Specified Scope”** | has the meaning given to it in Clause 6.1; |
| **“Working Day”** | means a day other than Saturday, Sunday or public holiday in England when banks are open for business. |

## In this Agreement:

* + 1. a reference to any gender includes a reference to other genders;
    2. the singular includes the plural and vice versa;
    3. the word “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
    4. references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
    5. the expressions "subsidiary", "holding company" and "subsidiary undertaking" shall have the meanings given to them in the Companies Act 2006;
    6. headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
    7. references to Clauses are to clauses of this Agreement.

1. **CONFIDENTIALITY OBLIGATIONS**

## In consideration of the benefits to the Parties of the disclosure of the Confidential Information, each Party wishes to disclose Confidential Information to the other solely for the Permitted Purpose upon the mutual obligations of confidentiality and such other terms and stipulations, as are set out in this Agreement.

## A Receiving Party shall:

* + 1. treat all Confidential Information as secret and confidential;
    2. have in place and maintain proper security measures and procedures which shall be at least as stringent as the measures and procedures it applies to its own confidential information to protect the confidentiality of the Confidential Information (having regard to its form and nature);
    3. not disclose or permit the disclosure of, nor otherwise make available, any of the Confidential Information in whole or in part to any other person without obtaining prior written consent from the Disclosing Party (which the Disclosing Party shall have the express right to grant or deny) or except as expressly set out in this Agreement;
    4. not transfer any of the Confidential Information outside the United Kingdom;
    5. not use or exploit any of the Confidential Information for any purpose whatsoever other than the Permitted Purpose;
    6. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Permitted Purpose;
    7. keep a written record of any document or other Confidential Information received from the other in tangible form, and of any copy made of the Confidential Information, and make the same available to the Disclosing Party promptly upon request;
    8. immediately notify the Disclosing Party in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information;
    9. not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system]; and
    10. keep a written record to be made available to the Authority at its reasonable request of any:

1. document or Confidential Information received from or on behalf of the

Authority; and

1. copies made of the Confidential Information.
2. **PERMITTED DISCLOSURES** 
   1. The Receiving Party may only disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know the Confidential Information for the Permitted Purpose, provided that:
      1. it informs these Representatives of the confidential nature of the Confidential Information before disclosure and obtains from its Representatives enforceable undertakings to keep the Confidential Information confidential in terms at least as extensive and binding upon the Representatives as the terms of this Agreement are upon the parties; and
      2. at all times, it is responsible for these Representatives' compliance with the obligations set out in this agreement.
   2. The Receiving Party shall be entitled to disclose Confidential Information only to the minimum extent that it is required to do so by applicable law or by order of a court or as required by the rules and regulations of any regulatory body or any enquiry or investigation by any governmental, parliamentary or official body which has the power to compel disclosure.
   3. Before making a disclosure pursuant to Clause 3.2, the Receiving Party shall at the earliest opportunity and, to the extent that is legally permitted to do so:
      1. notify the Disclosing Party in writing of the proposed disclosure; and
      2. ask the court or other public body, if applicable, to treat the Confidential Information as confidential.
   4. Where notice of disclosure under Clause 3.2:
      1. is legally permitted, the Receiving Party shall take into account the reasonable requests of the Disclosing Party in relation to the proposed disclosure; or
      2. is prohibited, the Receiving Party shall notify the Disclosing Party of the disclosure as soon as possible following the disclosure when it is legally able to do so.
3. **TERM**
   1. Each party's obligations under this Agreement shall continue in full force and effect for a period of five years from the Effective Date.
   2. Without prejudice to the obligations set out in Clause 7.4.4, the obligations set out in Clause 7 shall survive termination of this Agreement and/or the Termination Date for as long as either Party is processing or controlling Party Personal Data (as per the meaning given to it in Clause 7.2).
4. **AUTHORITY RIGHTS AND OBLIGATIONS**
   1. The Organisation acknowledges and agrees that:
      1. the Authority may be subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2006 and shall assist and cooperate with the Authority to enable the Authority to comply with any Information disclosure obligations;
      2. the Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether any Confidential Information or any other information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
      3. in no event shall the Organisation respond directly to a Request for Information unless expressly authorised to do so by the Authority;
      4. the Organisation acknowledges that the Authority may, acting in accordance with the Ministry of Justice’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (“**the Code**”), be obliged under the FOIA, or the Environmental Information Regulations to disclose the Confidential Information:
         1. in certain circumstances, without consulting the Organisation; or
         2. following consultation with the Organisation and having taken its views into account;

provided always that, where this Clause 5.1.4 applies, the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Organisation advance notice or, failing that, to draw the disclosure to the Organisation's attention after any such disclosure; and

* + 1. the Authority may disclose any of the Confidential Information to another Government Body provided that the Authority informs the recipient Government Body of the confidential nature of the Confidential Information.

1. **RETURN OF INFORMATION** 
   1. The Disclosing Party may serve a notice (an “**Information Return Notice**”) on the Receiving Party at any time under this Clause 6.1. An Information Return Notice must specify whether it relates to (i) all Confidential Information provided by the Disclosing Party which is protected by this Agreement or (ii) only specified Information or categories of Confidential Information so protected (in either case, the “**Specified Scope**”). On receipt of an Information Return Notice, the Receiving Party shall:
      1. at the Disclosing Party’s option, securely destroy or return and provide to the Disclosing Party documents and other tangible materials that contain any of the Confidential Information within the Specified Scope, including in any case all Copies of the relevant documents and other materials made by the Receiving Party;
      2. ensure, so far as reasonably practicable, that all Confidential Information within the Specified Scope that is held in electronic, digital or other machine-readable form (including any systems and/or data storage services provided by third parties) is permanently and securely erased from any computer, word processor, voicemail system or any other device containing such Confidential Information; and
      3. make no further use of any Confidential Information which falls within the Specified Scope.

## Following any secure destruction or return of Confidential Information to the Disclosing Party pursuant to Clause 6.1, the Receiving Party’s obligations under this Agreement (including in relation to any Confidential Information which falls outside the Specified Scope) shall otherwise continue in force until this Agreement has expired.

## The Receiving Party's obligation to comply with an Information Return Notice in respect of any Confidential Information which falls within the Specified Scope shall not apply in respect of Confidential Information:

* + 1. that is stored as part of an electronic back-up system that is rendered inaccessible in the normal course of business; or
    2. whose retention is required by any applicable law, rule, regulation or requirement of any competent judicial, governmental, supervisory or regulatory body, or for the purposes of any audit.

## The Receiving Party's obligations under this Agreement in respect of the Confidential Information referred to in Clause 6.3 shall continue to be in force until this Agreement expires.

1. data protection
   1. In this Clause 7
      1. the terms "controller", "processor", "data subject" and "processing" shall have the meaning given to those terms in the DPA and GDPR, and "process" and "processed" shall be construed accordingly; and
      2. "personal data" has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement, includes special categories of personal data (as set out in Article 9(1) of the GDPR) and personal data relating to criminal convictions and offences (as set out in Article 10 of the GDPR); and
      3. "Data Protection Regulator" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation, including (where applicable) in the UK, the UK Information Commissioner's Office, or any successor or replacement body from time to time.
   2. Each Party acknowledges that the Confidential Information may include personal data which is subject to the Data Protection Legislation ("**Party Personal Data**"). Each party acknowledges the factual circumstances dictate the role of responsibility of a person under the Data Protection Legislation, but the Parties anticipate each will act as a controller (in common) in respect of the Party Personal Data. Each party undertakes not to process any such Party Personal Data other than in accordance with the Data Protection Legislation and any relevant codes of practice issued by the Data Protection Regulator.
   3. The details of the transfer and in particular the Permitted Purpose, details of the data being shared, the lawful basis for sharing and if special category data, criminal offence data or sensitive data (within the meaning of Parts 2 and 3 of the Data Protection Act 2018) is being shared are specified in the Data Protection Particulars as set out in Appendix 1. which forms an integral part of this Agreement.
   4. Each Party undertakes to the other to:
      1. only process the Party Personal Data in connection with the Permitted Purpose;
      2. implement and maintain appropriate technical and organisational measures sufficient to comply at least with the security, integrity and confidentiality obligations imposed on a controller by the Data Protection Legislation, and shall take reasonable steps to ensure the reliability of any of its Representatives who shall have access to the Party Personal Data (such steps to include entering into appropriate contractually binding confidentiality undertakings with such Representatives);
      3. not transfer any of the Party Personal Data, whether on-line or off-line, to any country outside the EU without the prior written consent of the Disclosing Party and shall (i) ensure that such transfer is in compliance with the Data Protection Legislation and (ii) provide the Disclosing Party with evidence of the compliance safeguard implemented;
      4. Once the Permitted Purpose has been completed, cease processing any of the Party Personal Data and return or upon request securely destroy all the Party Personal Data provided or made available to the other Party under, or in connection with, the Permitted Purpose, and ensure that all personal data belonging to the other Party is securely and permanently deleted from its systems;
      5. notify the other Party promptly, and in any event within 24 hours of becoming aware of, any unauthorised, accidental or unlawful processing of the Party Personal Data or any actual or suspected loss, leak, destruction of, alteration, access or damage to, the Party Personal Data;
      6. if and to the extent that either Party receives:
         1. a request or notice from a data subject exercising his rights under the Data Protection Legislation which should properly be dealt with by the other Party under the Data Protection Legislation; and/ or
         2. any correspondence from a Data Protection Regulator,

in either case in relation to the processing of the Party Personal Data in connection with the Permitted Purpose, notify the other Party promptly and in any event within 48 hours of receipt of any such request or correspondence; and

* + 1. use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of the Party Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter, unless prohibited by law.
  1. To the extent that one Party is acting as processor for and on behalf of the other Party, then the parties shall agree and execute a contract which as a minimum meets the mandatory contractual requirements of Article 28 of the GDPR (the Buyer acknowledging that such contractual requirements are incorporated herein mutatis mutandis).
  2. For the avoidance of doubt, each Party acknowledges that the Party Personal Data may include the other party's contact data (being the contact information of each Party's representatives) (which each Party shall process in its capacity as a controller) in order to (a) administer, manage and facilitate this Agreement and/or the Permitted Purpose and resolve any disputes relating to the same; (b) respond and/or raise general queries relating to this Agreement and/or Permitted Purpose; and (c) comply with their respective obligations. Each Party shall process this contact data solely for these purposes and in accordance with that Party's own relevant privacy policy. Each Party may be required to share the other Party's contact data with its Representatives and other relevant parties, within or outside the country of origin, in order to carry out these activities but in doing so, each Party will ensure that the sharing and use of the contact data complies with the applicable Data Protection Legislation.

# ASSIGNMENT AND NOVATION

## Subject to Clause 8.2, the Organisation shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Authority.

## The Authority may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

## any Government Body; or

## to a body other than a Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and

## the Organisation shall, at the Authority’s request, enter into a novation agreement in such form as the Authority may reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 8.

## A change in the legal status of the Authority such that it ceases to be a Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.

## **SECURITY**

## The Organisation undertakes to respect and observe all regulations and restrictions relating to any security classification marked on the Confidential Information, both during the term of, and following expiry of, this Agreement.

## Nothing in this Agreement shall replace or prejudice any security classification marked on any of the Confidential Information.

## **GENERAL**

## Save as expressly set out in this Agreement, all rights in Confidential Information shall remain the property of the Disclosing Party. Each Party reserves all rights in its Confidential Information.

## This Agreement does not include, expressly or by implication, any representations, warranties or other obligations

## to grant the Receiving Party any licence or rights other than as may be expressly stated in this Agreement;

## to require the Authority to disclose, continue disclosing or update any Confidential Information; or

## as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided by the Authority in connection with the Permitted Purpose.

## The Organisation warrants that all the information it submits to the Authority in connection with the Permitted Purpose:

## is and shall remain at all relevant times true, accurate and not misleading; and

## has been verified as being true, accurate and not misleading by the Organisation.

## The Organisation acknowledges and further warrants that, in the event that the Authority awards a contract to the Organisation further to any ITT process connected with the Permitted Purpose and/or otherwise in connection with the Permitted Purpose, the Authority may rely upon such information submitted to it and on the warranties provided under Clause 10.3 and this Clause 10.4 in entering into such a contract.

## Each Disclosing Party warrants that it has the right to disclose its Confidential Information to the Receiving Party and to authorise the Receiving Party to use such Confidential Information for the Permitted Purpose.

## The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

## Without prejudice to any other rights or remedies that either Party may have, each Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by a Receiving Party of the provisions of this Agreement. Accordingly, each Party acknowledges that the Authority shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.

## Each Party will be responsible for all costs incurred by it or on its behalf in connection with this Agreement.

* 1. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

# SEVERENCE

## If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

## If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

# ENTIRE AGREEMENT

## This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

## Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.

## Nothing in this Clause 12 shall exclude any liability in respect of misrepresentations made fraudulently.

# THIRD PARTY RIGHTS

## A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

# NOTICES

## Any notices sent under this Agreement must be in writing.

## The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

|  |  |  |
| --- | --- | --- |
| **Manner of Delivery** | **Deemed time of service** | **Proof of service** |
| Email | 9.00am on the first Working Day after sending. | Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message. |
| Personal delivery | On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day. | Properly addressed and delivered as evidenced by signature of a delivery receipt. |
| Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service providing proof of delivery. | At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm). | Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt. |

## Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

|  |  |  |
| --- | --- | --- |
|  | **Organisation** | **Authority** |
| **Contact** |  | For the attention of:  Strategic Category Director, Marketing Communications Category |
| **Address** |  | Crown Commercial Service  9th Floor  The Capital  Old Hall Street  Liverpool  L3 9PP |
| **Email** |  | MediaBuying@crowncommercial.gov.uk |

## This Clause 14 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

# GOVERNING LAW AND JURISDICTION

## This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

## The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

|  |  |
| --- | --- |
| Signed by the Authority | Name:  Signature:  Position in Authority: |

|  |  |
| --- | --- |
| Signed by the Organisation | Name:  Signature:  Position in Organisation: |

**APPENDIX 1**

1. Data Protection Particulars

| **Permitted Purpose** | Each Party wishes to receive Confidential Information from the other for the purpose of submitting a bid for Lot 1 Media Services Activation (Media Buying) of the RM6123 Media Services procurement(the “**Permitted Purpose**”). |
| --- | --- |
| **Categories of data to be shared** | Employee TUPE Data |
| **Special categories of data/ criminal offence or sensitive data to be shared** | N/A |
| **Lawful basis for sharing** | TUPE LegislationPublic Contracts Regulations 2015 |