



**DEVON &
SOMERSET**
FIRE & RESCUE SERVICE

Framework Agreement for Self-contained Breathing Apparatus, associated equipment and services

Reference: DS072-11

Confidentiality agreement

Thank you for your interest in the Framework Agreement for Self-contained Breathing Apparatus associated equipment and services which has been procured by Devon & Somerset Fire and Rescue Service (DSFRS) on behalf of the UK Fire and Rescue Services and other bodies associated with Fire and Rescue activities with similar requirements.

Access to the Framework Agreement

Before you are given access to the Framework Agreement, DSFRS and the Successful Contractors require that your organisation signs this Confidentiality Agreement and agrees and undertakes to maintain the confidentiality of the information which is provided to your organisation and to use it solely for the purposes of procuring the goods and services covered by the Framework Agreement.

The information relating to the Framework Agreement which will enable your organisation to use the Agreement will be provided on a CD once DSFRS has received the signed Confidentiality Agreement.

Confidential Information

The information contained on the CD is "Confidential Information". Confidential Information means any and all information relating to DSFRS's or the Framework Contractors products, services, price lists, business methods, finances, customers, suppliers, ideas, strategies, concepts, methodologies, inventions, processes, formulae and any other commercially sensitive information or matters for the time being set-out in the Framework Agreement.

Confidentiality Agreement

It is fundamental to the integrity of the Framework Agreement that the Confidential Information is kept confidential.

On behalf of [insert name of Participating Service or Customer] I agree that:

- the Confidential Information provided to [insert name of Participating Service or Customer] will be used only for the purpose of the Framework Agreement and any other purpose for which DSFRS has given prior written consent.
- [insert name of Participating Service or Customer] will maintain as confidential all Confidential Information which may come into its possession in any manner and all other information generated from it.
- [insert name of Participating Service or Customer] will not directly and/or indirectly use and/or disclose any of the Confidential Information in whole or in part except in accordance with this Confidentiality Agreement.
- [insert name of Participating Service or Customer] shall keep all the Confidential Information restricted to those responsible employees whose knowledge of the same is necessary for the purposes of the Framework Agreement and shall not, without the prior written consent of DSFRS, disclose or reveal the Confidential Information or any part thereof to any person other than those employees to whom it is necessary to reveal the Confidential Information for the purpose specified herein.
- [insert name of Participating Service or Customer] shall ensure that its employees authorised to access the Confidential Information:
 - shall maintain the integrity of the Confidential Information in accordance with the provisions of this Confidentiality Agreement
 - shall use the Confidential Information for the purposes of the Framework Agreement only
 - shall not, without the prior written consent of DSFRS, disclose or reveal the Confidential Information or any part thereof to any person other than the employees authorised to access the Confidential Information.
- [insert name of Participating Service or Customer] nor its employees shall make, keep or reproduce any document, material or other media or part thereof comprised in the Confidential Information without DSFRS's prior written consent. Such Confidential Information (and any copies taken of the Confidential Information) shall at all times remain the property of DSFRS.

- [insert name of Participating Service or Customer] shall ensure that any Confidential Information received shall, at all times, be in its possession and under its control.
- [insert name of Participating Service or Customer] will at the request of DSFRS deliver up to DSFRS all documents, material and other media which may be in its possession or control which comprises or contains any part of the Confidential Information.

Exclusions:

Confidential Information shall not include any information which:

- was already in [insert name of Participating Service or Customer] possession and at its free disposal without any obligations of confidentiality; or
- is after the date of this agreement disclosed to [insert name of Participating Service or Customer] in writing without any obligations of confidentiality by a third-party who has not derived it indirectly or directly from DSFRS; or
- is or becomes generally available to the public in printed publications in general circulation through no act or default on the part of [insert name of Participating Service or Customer]; or
- is required to be disclosed by law, on condition that [insert name of Participating Service or Customer] gives DSFRS seven (7) working days advance notice of such disclosure.

This Confidentiality Agreement is governed by English Law.

I, the undersigned, confirm on behalf of the [insert name of Participating Service or Customer] (the "Authority") that the Authority understands and agrees to and accepts the above terms and conditions and I sign this agreement on the date set out below under my name.

I hereby warrant and undertake that I am a duly authorised representative of the Authority and have the full capacity, power and authority to enter into and provide these undertakings on behalf of the Authority.

Signed on behalf of:	<i>Insert name of Participating Service or Customer</i>
Signature:	
Name:	
Position:	
Date:	