

## APPENDIX 1 – IMPORTANT NOTICES

### Temporary Recruitment Contract

We, [*Tenderer to insert name of tendering organisation*], hereby certify that the Information (as defined in paragraph 1 below) made available to us by CWM Environmental Ltd in connection with its procurement process for the Temporary Recruitment Contract will be used in connection with the procurement process and for no other purpose and that we agree to comply with CWM Environmental Ltd.'s requirements set out in this Appendix 1 (Important Notices).

#### 1. CONFIDENTIALITY

**1.1.** Subject to the exceptions referred to in paragraph 1.2 below, the information contained in the ITT and the documents which accompanied it, and any additional information which has since been made available to Tenderers in connection with the procurement process, whether by way of response to queries or requests for clarification or otherwise (the **Information**) is being made available by CWM Environmental Ltd on condition that Tenderers shall:

- 1.1.1. At all times, treat the Information as confidential.
- 1.1.2. not disclose, copy, reproduce, distribute or pass the Information to any other person at any time or allow any of these things to happen.
- 1.1.3. not use the Information for any purpose other than to submit (or decide whether to submit) a Tender; and
- 1.1.4. comply with the provisions of paragraph 3 (Publicity) below.
- 1.1.5. procure that each of their employees, officers, agents or representatives who receive any of the Information is made aware of and complies with the provisions of this paragraph 1 as if they were a Tenderer.

The obligations in paragraph 1.1 shall not apply to any information in, or at any time hereafter comes into, the public domain otherwise than because of a breach of the duty of confidentiality owed by any Tenderer to CWM Environmental Ltd.

**1.2.** A Tenderer may disclose, distribute or pass Information to another person (including but not limited to, the Tenderer's insurers or funders) if either:

- 1.2.1. This is done for the sole purpose of enabling a Tender to be prepared, and the person receiving the Information undertakes in writing to keep the information confidential on the same terms as set out in this paragraph 1 or
- 1.2.2. The Tenderer obtains the prior written consent of CWM Environmental Ltd. in relation to such disclosure, distribution or passing of Information.

**1.3.** Tenderers are required to accept that CWM Environmental Ltd. may disclose detailed information relating to their Tenders, including copies of their Tenders, to its directors, officers, employees, agents, advisors and auditors for any purpose in connection with the procurement process or its wider business activities and that it may from time to time be required to pass such information to other third parties to the extent required by applicable laws.

## 2. INFORMATION LAWS

- 1.4.** Tenderers acknowledge that CWM Environmental Ltd. has a duty of disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (the **Information Laws**) and that it may be required to disclose information forming part of any Tender to a third party upon request in accordance with the Information Laws.
- 1.5.** Where a Tenderer considers that any of the information provided in its Tender is confidential and/or commercially sensitive to the extent it could reasonably cause prejudice to its organisation if disclosed to a third party, then it should indicate in the attached Schedule of Exempt Information those parts that it does not wish to be disclosed to third parties, together with supporting information as to why this information should be exempt from disclosure under the Information Laws.
- 1.6.** CWM Environmental Ltd. will endeavour to consult with a Tenderer and shall have regard to any comments and objections made by that Tenderer before it releases any of the information listed in that Tenderer's Schedule of Exempt Information to a third party pursuant to the Information Laws, provided always that CWM Environmental Ltd.'s legal obligation to supply the requested information will override any Tenderer's objections and it will be for CWM Environmental Ltd. in accordance with the FOIA and applicable public interest tests to decide whether one of the statutory discretions to withhold information applies. CWM Environmental Ltd. shall not be liable to any Tenderer, and no Tenderer shall be entitled to recover from CWM Environmental Ltd. any damages, losses, costs, liabilities or expenses which may arise (whether in contract, tort or otherwise) in connection with any disclosure of information by CWM Environmental Ltd. in accordance with its obligations under the Information Laws.

## 3. PUBLICITY

- 1.7.** Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any contract award, any publicity activity with any section of the media in relation to this procurement process or any resulting agreement other than in accordance with the prior written agreement of CWM Environmental Ltd. Such agreement shall extend to the content of any publicity. In this paragraph, the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

Please sign and date the schedule below and complete it.

Signed:

Signed:

For and on behalf of:

For and on behalf of:

Dated:

Dated:

## SCHEDULE OF EXEMPT INFORMATION

Title of Contract: [       ] Contract

Name of Tenderer: .....

|   |  |
|---|--|
| <b>1. Details of the information the Tenderer wishes to exempt from disclosure</b>  |  |
| <b>2. The specific exemption(s) under Freedom of Information Act 2000 or exception(s) under the Environmental Information Regulations 2004 that apply</b> |  |
| <b>3. The reasons why the Tenderer considers the information to be exempt</b>   |  |
| <b>4. The time period (if any) the Tenderer considers the information should be exempt from</b>   |  |