

## CONFIDENTIALITY UNDERTAKING

**FROM:** (Insert Name)

**TO:** The Greater London Authority of City Hall, the Queen's Walk, More London, London SE1 2AA ("GLA") and International Olympic Committee ("IOC").

### BACKGROUND:

[Insert Name] in her capacity as a London Assembly member has expressed an interest in viewing the Confidential Information for the Purpose set out below. The GLA and IOC have agreed to allow [Insert Name] access to the Confidential Information on the terms set out below.

### THE UNDERTAKING:

In consideration of the GLA allowing [Insert Name] to view the Confidential Information [Insert Name] agrees to be bound by the following terms:

#### 1. Definitions

1.1 In this Undertaking, unless the context indicates otherwise:

1.1.1 "Confidential Information" means [an\*] IOC Technical Manual(s) on [X\*] or any part thereof;

1.1.2 "Purpose" means to inform the reader's response to the Department of Transport's consultation on the Olympic Route Network

1.1.3 "View" means the [Insert Name]

(a) viewing of a physical copy of the Confidential Information in a secure environment details of which are set out at section 6 below; and

(b) taking of manuscript notes of the content of the Confidential Information provided always that [Insert Name] shall not copy or record the Confidential Information by (without limitation) reprographic, electronic, photographic and/or any other audio or visual means using any media whatsoever.

2.1 [Insert Name] acknowledges and agrees that:

2.1.1 the Confidential Information is confidential in nature;

2.1.2 any disclosure of the Confidential Information by [Insert Name] or any other party would be detrimental to interests of the:

(a) GLA which has received the same from the IOC for the sole purpose of preparing, organising and staging an edition of the Olympic Games and a under strict contractual duty of confidentiality in the Host City Contract for the Games of the XXX Olympiad in 2012 between the GLA,

IOC, London Organising Committee for the Olympic Games and Paralympic Games Limited and the British Olympic Association dated 6 July 2005 ("Host City Contract"), the breach of which is likely to result in the GLA suffering loss relating to a contractual claim being brought by the IOC in this regard; and

- (b) IOC which reasonably regards the Confidential Information as commercially sensitive and confidential and has expressly provided the same in the Host City Contract; and

2.1.3 undertakes without prejudice and in addition to **[his/her\*]** duties under the GLA's Code of Conduct for Members:

- (a) to treat the Confidential Information in strictest confidence;
- (b) not to use the Confidential Information for any purpose other than the Purpose;
- (c) not to disclose the Confidential Information to any third party;
- (d) to notify the GLA immediately of any copying or disclosure of the Confidential Information of which **[Insert Name]** becomes aware and provide all reasonable assistance to the GLA and/or the IOC to terminate such unauthorised use and/or disclosure;
- (e) on the request of the GLA, made at any time, to deliver to the GLA all documents and other materials in the **[Insert Name]** possession, custody or control (or the relevant parts of such materials) that contain details of or references to any Confidential Information and to ensure that no further copies are made;
- (f) effect and maintain adequate security measures to safeguard details of the Confidential Information from unauthorised access, use and misappropriation; and
- (g) not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever to any third party.

### **3. Third Party Rights**

The IOC may enforce the terms of the Undertaking in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), but the GLA and **[Insert Name]** do not intend that any term of this Undertaking will be enforceable by virtue of the Third Party Act by any person not a party to it.

### **4. No licence**

This Undertaking is not a licence to use the Confidential Information except to the extent that such use is necessary in connection with the Purpose.

**5. Compliance with law**

**[Insert Name]** shall comply with all the requirements of any Act of Parliament, statutory instrument or order or any other regulation having the force of law or bye-law and all regulatory requirements relevant to its business from time to time in force, which are or may become applicable to the obligations of the parties under this Undertaking.

**6. Viewing Arrangements**

- 6.1 A physical copy of the Confidential Information shall be made available for **[Insert Name]** to View the same in a room in City Hall on a specified date at a specified time (details of room to be confirmed by GLA).
- 6.2 **[Insert Name]** may only View the Confidential Information in and shall not remove the Confidential Information from the room noted at section 6.1 and particular attention should be paid by **[Insert Name]** to the definition of "View" at section 1.1.3 above.
- 6.3 Before Viewing the Confidential Information **[Insert Name]** shall sign the GLA's access register to be made available by the GLA and which shall contain details of all persons Viewing the Confidential Information, the date and time upon which **[Insert Name]'s** Viewing is to take place and the reason for the Viewing.

**7. Confidentiality of this Undertaking**

Without prejudice and in addition to the foregoing provisions **[Insert Name]** shall also treat this Undertaking and the content of the same as confidential and shall not disclose any detail, content and/or copy of the same to any third party.

**[Insert Name] confirms that [he/she\*] accepts and agrees to be bound by the terms of this Undertaking**

.....  
**(Signature)**

.....  
**(Date)**

.....  
**(Print Name)**

