

Letter of Undertaking

[Notes: This Letter of Undertaking shall be signed and returned to ArchSD **by 12:00 noon, 16 November 2022**. Contractors who have not submitted the signed Letter of Undertaking by the specified time will not be given access to the project information or be invited to attend the briefing session.]

To: The Government of the Hong Kong Special Administrative Region (“Government”)

Date: _____

Dear Sir/Madam,

Market Sounding Exercise
For
Light Public Housing
Letter of Undertaking on Non-disclosure of Information

1. In consideration of the Government of the Hong Kong Special Administrative Region (“Government”) providing information on the Light Public Housing in this Market Sounding Exercise (“MSE”) to us, we, [*name of contractor] of [*address of contractor] (“Contractor”) acknowledges, warrants, undertakes, and agrees with Government as follows:

2. This undertaking is binding upon the Contractor and all its officers, employees, servants or agents or professional advisers of such persons (together “Relevant Persons”).

3. This undertaking extends to all information of whatever nature in whatever form relating to the Light Public Housing obtained from the MSE (“Confidential Information”) but does not extend to information which, at the time it is obtained, is in the public domain.

4. The Contractor shall treat all Confidential Information as being strictly private and confidential and shall take all steps necessary to prevent it from being disclosed or made public to any third party by any Relevant Person or coming by any means into the possession of any third party.

5. The Contractor shall use the Confidential Information solely for the purpose of preparing its response to the MSE and the Contractor shall not use any part of the Confidential Information for any other purpose whatever.

6. The Contractor shall not use or disclose or permit the disclosure by any person of the Confidential Information for the benefit of any third party or in such a way as to procure that the Contractor may at any time obtain commercial advantage over Government.

7. Neither the Contractor nor any of the Relevant Persons shall be by any means copy or part with possession of the whole or any part of the Confidential Information.

8. The Contractor undertakes to indemnify and keep Government at all times fully indemnified from and against any loss or disclosure of Confidential Information and from all actions, proceedings, claims, demands, costs, awards and damages arising directly or indirectly as a result of any breach or non-performance by the Contractor of any of the Contractor’s warranties, undertakings or obligations under this agreement.

Signed for and on behalf of [***name of the contractor**]
by [***name and position of the signatory**]:

Name of Witness: _____
Signature of Witness: _____
Occupation: _____

* Modify as appropriate.