

- (p) The Landlord's attention is drawn to the Official Secrets Acts 1911-1989. The Landlord shall take all reasonable steps to ensure that all individuals engaged on any work in connection with this Agreement have notice that these statutory provisions apply to them and shall continue to apply after the expiry or termination of the Term
- (q) The Landlord hereby undertakes to the Tenant Company and (as a separate obligation) to the Directorate that it and its staff and Agents:
- (i) Shall not use any Confidential Information, as hereinafter defined, for their own purposes or to obtain a commercial trading or other advantage but shall only use Confidential Information for the sole purpose of performing their obligations under this Agreement
 - (ii) Shall ensure that staff not engaged in the performance of the Landlord's obligations under this Agreement shall not obtain, have access to or disclose any Confidential Information
 - (iii) Shall promptly notify both the Directorate and the Tenant Company if any Confidential Information is required to be disclosed by any governmental or other authority and co-operate with the Directorate and/or the Tenant Company regarding the manner of such disclosure or any action which the Directorate or the Tenant Company may elect to take to challenge legally the validity of such requirement
 - (iv) Shall promptly notify both the Directorate and the Tenant Company of any breach of this clause 3(q) and shall assist the Directorate and/or the Tenant Company regarding any action which the Directorate and/or the Tenant Company may choose and for the avoidance of doubt the Landlord specifically undertakes that it shall not speak to the press or other media about any matter arising from the performance of the obligations or the subject matter of this Agreement without the prior consent of the Directorate and shall not advertise the fact that it is providing accommodation to Asylum Seekers other than with the written permission of the Directorate
- (a) The Landlord undertakes to treat and use its best endeavours to procure that its staff and Agents treat in confidence the Confidential Information. The Landlord further agrees to use the same for the sole purpose of performing its obligations under this Agreement and not to divulge, disclose or part with possession of the same to any other person or entity except:
- (i) under conditions of confidentiality and then only to the extent required for the proper performance of this Agreement or as instructed by the other party; or
 - (ii) to the extent required by law or any Regulatory Requirement or by any regulatory authority