

## **CONFIDENTIALITY UNDERTAKING**

### **(UNILATERAL UNDERTAKING BY A PANEL MEMBER OF EITHER THE SCREENING AND SHORTLISTING COMMITTEE OR INTERVIEW PANEL)**

#### **1. INTERPRETATION AND DEFINITIONS**

In this undertaking, unless inconsistent with, or otherwise indicated by the context:

**“the Panel Member”** is \_\_\_\_\_;

The Panel Member’s address is \_\_\_\_\_;

**“ID Number”** of  
The Panel Member is \_\_\_\_\_;

**“the Municipality”** is LESEDI LOCAL MUNICIPALITY;  
a Municipality(LLM) established in accordance with the laws of the Republic of  
South Africa;

the Municipality’s address is PO Box 201, Heidelberg, Gauteng, 1438

**“the Parties”** are the Municipality and the Panel Member;

**“Confidential Information”**

Means confidential information of this interview process or screening and shortlisting process including, without limiting the decisions taken, candidates shortlisted, candidates screened, candidates interviewed, marks allocated, relationships with candidates, any conflict of interest on the processes, all related secret knowledge, information regarding the candidates which is required of the Panel Member being kept confidential;

**“Commencement Date”**

means the earlier of the date of signature of this undertaking or the date on which the Panel Member signed this document.

Words in the singular include the plural and vice versa.

Words importing, and references to any one gender include each of the other two genders.

#### **2. PREAMBLE**

The Panel Member has been, employed by LLM to perform various services for LLM.

LLM's Screening and Shortlisting Committee and Interview Panel's requires certain Confidentiality regarding the screening of candidates, the shortlisting of candidates the candidates being interviewed, the questions asked to candidates, the marks given to candidates and the decisions taken after the interview process.

Information that LLM may disclose to the Panel Member or that the Panel Member may be exposed to in terms of him/her being a panel member to the Shortlisting and Screening Committee or being part of the Interview Panel and he/she is then subjected to the terms and conditions set out in this undertaking.

### **3. NON-DISCLOSURE**

The Panel Member acknowledges that all right, title and interest in and to the confidential information vests in LLM and that the Panel Member has no claim of any nature in and to distribute or divulge the Confidential Information.

The Panel Member undertakes to maintain the confidentiality of any Confidential Information to which the Panel Member may gain or have gained access whether before or after the Commencement date, and whether intentionally disclosed or inadvertently made available or exposed to the Panel Member by LLM.

The Panel Member may not divulge or permit to any person any aspect of the Confidential information.

The Panel Member will abide by all rules and procedures of LLM designed to protect its Confidential information and shall take all such steps as may reasonably be necessary to prevent the Confidential information falling into the hands of an unauthorized third party.

Any documents and/or material embodying Confidential information which comes into the possession of the Panel Member or that may be generated by the Panel Member in the performance of the Panel Member's capacity shall:

Be deemed to form part of the Confidential information of LLM and be subject to the provision of this undertaking:

Be deemed to be the property of LLM;

Not be copied, reproduced, published or circulated by the Panel Member other than for those purposes contemplated by the Parties and only insofar as is necessary for the Panel member to perform the required duties and responsibilities in terms of the Panel Members capacity as a member to the Screening and Shortlisting Committee or Interview Panel; and

Be surrendered to LLM on demand, and in any event on the termination of the Panel Member's contract of employment.

#### **4. USE**

The Screening and Shortlisting Committee and Interview Panel shall not use or attempt to use the Confidential Information for any purpose other than for those purpose authorized in writing by LLM or as may have been contemplated by the Parties and only insofar as is necessary for the Panel Member to perform the services in terms of the Panel Member's responsibilities as a Member of the panel, the Panel Member will not use or attempt to use the confidential Information in any manner that will cause or be likely to cause injury or loss to LLM.

#### **5. EXCEPTIONS**

The obligations and restraints set out in this undertaking do not apply to information which is in fact lawfully in the public domain at the Commencement date or lawfully comes into the public domain after the Commencement date otherwise that as a result of the conduct of the Learner.

The onus of proving that either of the exception listed in clause 5.1 rests with the Panel Member.

#### **6. TERMINATION**

Subject to clause 5, the provisions of this undertaking will remain in force indefinitely.

#### **7. INTERIM RELIEF**

The Panel Member acknowledge that a breach of any of the covenants or provisions contained herein would cause LLM to suffer loss which could not adequately be compensated for by damages and that LLM any other remedy or relief, enforce the performance of this agreement by interim interdict or specific performance upon application to a court of competent jurisdiction without proof of actual or special damaged and notwithstanding that in any particular case damages may readily be quantifiable, and the Panel Member will not plead sufficiency of damages as a defence in the proceeding for such interim relief.

## **8. MISCELLANEOUS**

No amendment, alteration, addition, variation or consensual cancellation of this undertaking will be valid unless in writing and signed by the Parties.

## **9. WAIVER**

**9.1** No waiver of any of the terms or conditions of this undertaking will be binding for any purpose unless expressed in writing and signed by LLM and any such waiver will be effective only in the specific instance and for the purpose given.

**9.2** No failure or delay on the part of LLM in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise therefore or the exercise of any other right, power or privilege.

## **10. SEVERABILITY**

In the event that any of the provisions of this undertaking are found to be invalid, unlawful, or unenforceable such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

## **11. JURISDICTION**

This undertaking is governed by South African law and the Panel Member hereby irrevocably agrees to the jurisdiction of the High Courts of South Africa in respect of any dispute flowing from this undertaking.

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**THE PANEL MEMBER:**  
**OF THE** \_\_\_\_\_

**WITNESS:**

**NAME AND SURNAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**THE WITNESS**

\_\_\_\_\_  
**DATE**