

CIVIL CONSTRUCTION ESTIMATING SERVICES

PRIVACY DISCLOSURE & CONFIDENTIALITY AGREEMENT

Compliance with the New Zealand Privacy Act 2020 & Commercial Non-Disclosure Standards



Important Notice to Clients: Civil Construction Estimating Services (CCES) operates as an independent tender estimating provider. This document governs how we manage proprietary commercial data, ensure strict multi-tenderer confidentiality, and manage potential multi-client pricing scenarios for identical project tenders.

1. INTRODUCTION & STATUTORY COMPLIANCE

Civil Construction Estimating Services ("CCES", "we", "us") is committed to protecting the privacy, commercial security, and proprietary information of our clients. This Agreement outlines our policies regarding the collection, use, storage, and protection of business data in strict compliance with the New Zealand Privacy Act 2020 and industry-standard commercial non-disclosure practices.

2. COLLECTION AND OWNERSHIP OF BUSINESS DATA

In providing civil construction estimating, take-offs, bid preparations, and commercial advisory services, CCES receives confidential information from clients.

- **Scope of Data:** Confidential information includes, but is not limited to, project drawings, specifications, bill of quantities (BOQ), subcontractor rates, margin strategies, overhead structure, plant/equipment rates, and supplier quotations.
- **Ownership:** All client-provided data, custom pricing models, and specific tender submissions prepared for a client remain the exclusive intellectual and commercial property of that client.
- **Purpose of Use:** CCES collects and processes this data strictly for the purpose of preparing accurate construction estimates and contract tenders as instructed by the client.

3. ABSOLUTE NON-DISCLOSURE & DATA PROTECTION

CCES enforces a strict zero-leakage policy across all client files and commercial operations:

- **Non-Disclosure to Third Parties:** No client business data, pricing figures, margins, or trade secrets will be disclosed, shared, sold, or discussed with any third party, competitor, or external entity without prior written authorization from the client.
- **Information Barriers (Ethical Walls):** CCES maintains strict digital and operational safeguards. Files, estimating sheets, and communication channels for separate clients are completely segregated on secure, encrypted servers.
- **Staff & Subcontractor Obligations:** All estimators, personnel, and sub-consultants engaged by CCES are bound by legally enforceable non-disclosure agreements mirroring the obligations contained herein.

4. MULTI-COMPANY TENDER POLICY & CONFLICT MANAGEMENT

Due to the specialized nature of civil construction estimating, CCES may be requested by multiple contracting firms to price the same public or private civil construction tender project. To maintain fairness, market integrity, and absolute client confidentiality, the following protocol applies:

- **Mandatory Notification:** If CCES is approached to prepare a pricing estimate for a project where another client has already engaged or formally requested CCES to price the same project, CCES will immediately notify all affected parties of the concurrent request.
- **Option to Decline / Opt-Out:** Upon receiving notification of a multi-client tender request for the same project, each client holds the absolute right to:
 - Accept CCES continuing to price for them under strict information barrier protocols; or
 - Formally decline/cancel CCES's involvement in pricing the project for their firm without penalty.
- **Strict Independence of Pricing:** Where multiple clients consent to CCES pricing the same tender, CCES guarantees that pricing strategies, subcontractor selections, indirect costs, and markups will be calculated completely independently for each client, utilizing isolated project files and zero cross-pollination of strategy or rates.

5. INFORMATION STORAGE, SECURITY & PRIVACY RIGHTS

Under Information Privacy Principles (IPPs) set out in the NZ Privacy Act 2020:

- **Data Security:** CCES implements cloud encryption, multi-factor authentication, and strict access controls to prevent loss, unauthorized access, or breach.
- **Breach Notification:** In the unlikely event of a privacy or data security breach that poses a risk of material harm, CCES will immediately inform the Privacy Commissioner and affected clients as required by law.
- **Access & Correction:** Clients have the right to request access to and correction of any personal or commercial information held by CCES at any time.
- **Retention & Disposal:** Tender documentation and records are retained only for as long as required for commercial fulfillment and legal compliance, after which they are securely destroyed or archived.

6. ACKNOWLEDGMENT & AGREEMENT

By engaging Civil Construction Estimating Services or signing below, the Client acknowledges that they have read, understood, and agreed to the terms of this Privacy Disclosure and Confidentiality Agreement.

Civil Construction Estimating Services Title: Shane Bland / Director ----- Authorized Signature Date: ____ / ____ / ____	Client Acknowledgment Company Name: _____ Representative: _____ ----- Authorized Signature Date: ____ / ____ / ____
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