# CONFIDENTIAL

**To:** [insert full name and address of individual / company / institution]

Dear Sirs

1. In this letter the following words shall have the following meanings:-
   1. “Confidential Information” means any information of a confidential nature including, without limitation, samples, materials, drawings, specifications, photographs, designs, computer code, computer programs, data, formulae, processes, know-how, software, any technical or commercial information, reports, papers, correspondence and/or documents;
   2. “Purpose” means [insert purpose]; and
   3. “we” and “us” means the [Insert full legal name of University], a charitable body registered in Scotland under registration number [Insert charitable body registration number of University], incorporated under the Universities (Scotland) Acts and having its main administrative offices at [Insert full legal address of University].
2. With reference to the Confidential Information to be disclosed by you to us for the Purpose, we undertake for as long as such Confidential Information remains confidential in nature:
   1. to keep all such Confidential Information confidential, and to ensure that copies of the Confidential Information made by us are protected against theft or other unauthorised access;
   2. not to use, or allow to be used, Confidential Information other than solely for or in relation to the Purpose, unless (and then only to the extent to which) any other use shall have been specifically authorised in writing, in advance, by you;
   3. not to communicate or otherwise make available any such Confidential Information to any third party except with specific prior written consent from you; and
   4. to disclose Confidential Information only to those of our employees, directors, officers, advisors or representatives who have a specific need to receive such Confidential Information for the Purpose, and who are aware and have accepted that the Confidential Information is, and should be treated as, of a confidential nature.
3. The above obligations will not apply to any Confidential Information which:
   1. has become public knowledge, (other than as a result of any breach of the confidentiality undertaking contained herein);
   2. we are able to establish was already known to us or was independently developed by us without recourse to or use of any Confidential Information;
   3. is received by us from a third party who did not acquire it in confidence from you or from someone owing a duty of confidence to you; or
   4. we are required to disclose by law or by a requirement of a regulatory body.
4. We shall make only such copies of the Confidential Information as are strictly necessary for the Purpose, and shall ensure that all such copies are clearly marked as confidential and can be clearly separated from our own records. Any copy so made shall also constitute Confidential Information. We shall, upon your written request, return to you all Confidential Information as is in tangible form (together with all copies thereof within our possession or control) or make such other disposal thereof as may be stipulated by you.
5. We shall procure that in carrying out our obligations under this Letter, we will comply with all applicable laws, regulations and statutes, including those relating to anti-bribery as detailed in the Bribery Act 2010 and other analogous legislation.
6. This Letter shall be governed by and construed in accordance with Scots Law and subject to the jurisdiction of the Scottish courts.

On behalf of the [Insert full legal name of University] I hereby agree to the foregoing terms:

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| --- | --- |
| **Authorised Signatory** | |
| Signature: |  |
| Date: |  |
| Name: |  |
| Title: |  |