



The University Court of the University of Edinburgh  
Old College  
South Bridge  
Edinburgh  
EH8 9YL  
Charity number SC005336

## CONFIDENTIAL

To: [ ]  
Company number: [ ]

Dear [ ],

1. Considering that [ ] (“You” and “Your”) holds certain information, whether in written, oral, visual or electronic format, of a technical or commercial nature, (including, without limitation, analytical models, datasets, designs, computer software and know-how), which is, or would reasonably be expected to be, of a confidential nature, (“**Confidential Information**”), and further considering Your proposed disclosure to The University of Edinburgh (“Us”, “Our” and “We”) of such Confidential Information for the purpose of carrying out and assessing a Dissertation with You, as part of the *MSc* [ ] programme with the University of Edinburgh’s School of Mathematics (the “**Purpose**”), We undertake:
  - (a) to keep all such Confidential Information confidential, and to take all reasonable steps to ensure that copies of the Confidential Information made by Us are protected against theft or other unauthorised access.
  - (b) not to use 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.
  - (c) not to communicate or otherwise make available any such Confidential Information to any third party (other than other students, academic staff or external examiner(s) engaged in the Purpose who are also subject to similar terms of confidentiality) except with specific prior written consent from You.
2. The above obligations will not apply to any Confidential Information which:
  - (a) has become public knowledge, (other than as a result of any breach of the confidentiality undertaking contained herein).
  - (b) 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.
  - (c) 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.
  - (d) must be disclosed by law or by a requirement of a regulatory body.



3. 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 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.
4. This Letter shall be governed by Scots Law and the Scottish courts shall have exclusive jurisdiction over any matter relating to it.

We hereby agree to the foregoing terms:

On behalf of **The University Court of the University of Edinburgh**

Signed:

Name:

Title:

Date:

Read and acknowledged by the MSc student:

Signed:

Name & matriculation number:

Date: