

**Nick Smith**

NS 35

**From:** Nick Smith  
**Sent:** 20 June 2011 20:20  
**To:** Sue Bruce (Chief Executive); Ritchie Somerville; Alastair Maclean  
**Subject:** RE: Council  
**Attachments:** image001.jpg; Confidentiality letter 160611 v3.doc

Ritchie

New version attached for use by employees. Query whether there are any others, eg tie employees, who should be similarly bound? If so, a further iteration will be needed.

Kind regards

Nick

-----Original Message-----

**From:** Sue Bruce (Chief Executive)  
**Sent:** Mon 20/06/2011 19:04  
**To:** Ritchie Somerville; Nick Smith; Alastair Maclean  
**Subject:** RE: Council

Yes,  
I think we should  
Sue

Sue Bruce  
Chief Executive  
The City of Edinburgh Council  
Waverley Court  
4 East Market Street  
Edinburgh  
EH8 8BG

Tel: 44(0)131 [REDACTED]  
sue.bruce@edinburgh.gov.uk

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**From:** Ritchie Somerville  
**Sent:** 20 June 2011 17:38  
**To:** Nick Smith; Alastair Maclean  
**Cc:** Sue Bruce (Chief Executive)  
**Subject:** RE: Council

I know that it may be superfluous, but do we get all officers to sign it as well so it is clear to Councillors that all parties to the information are bound to confidence. This may be no more than symbolic.

Ritchie Somerville

Strategy and Service Development Manager | Directorate, City Development | The City of Edinburgh Council | Waverley Court, Business Centre G:1, | 4 East Market Street, Edinburgh, EH8 8BG |

+44 (0) 131 [REDACTED] T | +44 (0) 131 529 3498 F | +44 (0) [REDACTED] M

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From: Nick Smith  
Sent: 20 June 2011 15:53  
To: Ritchie Somerville; Alastair Maclean  
Subject: Council

Ritchie

I understand that a final NDA is awaited. I have therefore tweaked the last para and this attached version is the one which should be used for Councillors. Please let me know if other non-councillors are also to sign and we can adapt.

\* Apparently the report is to be amended so that any refs to confidential info eg figures are to be made simply as references to the relevant appendices. Dave will be able to confirm further from the meeting.

Kind regards

Nick

Nick Smith

Principal Solicitor - Commercial, Procurement & Finance  
Legal Services Division  
City of Edinburgh Council

Level 3, Waverley Court

East Market Street

Edinburgh EH8 8BG

(t) 0131 [REDACTED]

DATED

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CONFIDENTIALITY LETTER

in relation to the Edinburgh tram project

between

EMPLOYEE

and

THE CITY OF EDINBURGH COUNCIL

IMPORTANT: THIS DOCUMENT WILL CREATE ENFORCEABLE LEGAL  
OBLIGATIONS AND YOU SHOULD SIGN ONLY IF YOU WISH TO BE BOUND BY IT.  
YOU MAY WISH TO OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNATURE.

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The City of Edinburgh Council  
Council Headquarters,  
Waverley Court,  
East Market Street,  
Edinburgh  
EH8 8BG

Dear Sirs

**Confirmation of non-disclosure of confidential information**

**1. DISCLOSURE**

1.1 I acknowledge that as part of my employment I will be required to have access to certain confidential information (whether or not contained in documents) relating to the Edinburgh tram project (**Project**) and in particular that I will have access to the information contained in the Report to the Council on 30 June 2011 (including any appendices) (some of which will not be publicly available) (together the **Protected Material**) for the purpose of allowing me to advise the Council in relation to the Project (**Purpose**). I hereby undertake to keep the Protected Material confidential and, accordingly, for a period of five years from the date of this agreement, I shall not, without the express prior written consent of the Chief Executive of the City of Edinburgh Council, either

- (a) communicate or otherwise make available the Protected Material to any third party; or
- (b) use the Protected Material for any purpose other than the Purpose.

1.2 I may disclose the Protected Material to the minimum extent required by:

- (a) any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or
- (b) the laws or regulations of any country with jurisdiction over my affairs.

**2. LIMITATIONS ON OBLIGATIONS**

2.1 The obligations set out in clause 1.1 shall not apply, or shall cease to apply, to such of the Protected Material that is or has become publicly available other than through disclosure by me in breach of this agreement.

**3. RETURN OF THE PROTECTED MATERIAL**

I shall, whenever you so request, either destroy or return to you all documents and other records of the Protected Material or any of it in any form and whether or not such document or other record was itself provided by you.

**4. CODE OF CONDUCT**

I confirm that I am aware of the confidentiality and other obligations which I have as an employee of the Council and acknowledge that (i) breach of this agreement may constitute a breach of these obligations; and (ii) that appropriate action may be taken against me for any such breach.

**5. GOVERNING LAW AND JURISDICTION**

This agreement shall be governed by and construed in accordance with the laws of Scotland and the parties hereby submit to the exclusive jurisdiction of the courts of Scotland.

Yours faithfully,

.....

Name:

Address:

Date:

.....

.....  
Authorised signatory for and on behalf  
of The City of Edinburgh Council

Date: