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# ST. MARY'S UNIVERSITY



## CONFIDENTIAL INFORMATION AGREEMENT – VENDOR REMOTE OR ON-SITE SUPPORT

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter “Service Organization”) and St. Mary’s University  
(hereinafter “St. Mary’s University”).

St. Mary’s University and Service Organization mutually agree to the terms of this Agreement to govern the handling of St. Mary’s University data and information by any employee, subcontractor, agent or other individual affiliated with Service Organization (hereinafter “Service Provider”) to which he or she may have access during the course of any work done relating to the maintenance, support or testing of computer software and/or hardware used by St. Mary’s University.

This agreement expires at conclusion of attached project.

If any conflict exists between the terms of this agreement and any prior agreement, the terms of this agreement shall govern.

## Definitions

The term **Service Provider** will refer to any employee, subcontractor, agent or other individual affiliated with Service Organization who has access to St. Mary’s University data and information.

The term **Covered Data and Information** will refer to any piece of St. Mary’s University data and information to which any Service Provider may have access during the course of his or her performing work relating to the maintenance, support or testing of computer software and/or hardware used by St. Mary’s University.

**Acknowledgment of Access to Covered Data and Information:** Service Organization acknowledges that the Agreement allows Service Providers to access Covered Data and Information, and that Covered Data and Information will be used for testing and assessment purposes only.

**Prohibition on Unauthorized Use or Disclosure of Covered Data and Information:** Service Organization agrees that Service Providers will hold the Covered Data and Information in strict confidence. Service Providers shall not use or disclose any piece of Covered Data and Information that may be accessed except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by St. Mary’s University.

INFORMATION SERVICES ■ ONE CAMINO SANTA MARIA ■ SAN ANTONIO, TEXAS 78228  
Office (210) 431-4357

St. Mary’s University, as a Catholic Marianist University, fosters the formation of people in faith and educates leaders for the common good through community, integrated liberal arts and professional education, and academic excellence.

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**Safeguard Standard:** Service Organization agrees that Service Providers will protect the Covered Data and Information according to commercially acceptable standards and no less rigorously than it protects its own Covered Data and Information.

**Handling of Covered Data and Information:** Service Providers will take no intentional action to make a copy of any piece of Covered Data and Information onto any computer or media without prior authorization by manager of the St. Mary's University department responsible for that data. In cases where information is copied onto any media, electronic, magnetic, optical, print, film or otherwise, such Covered Data and Information will be carefully guarded by all Service Providers against unauthorized exposure and, once the issue has been resolved, Service Providers will destroy all copies of Covered Data and Information either through destructive erasure (magnetic and electronic media) or physical shredding (all other media, such as paper, CDs, DVDs, etc.).

## Term and Termination

This Agreement shall take effect upon execution.

In addition to the rights of the parties established by the underlying Agreement, if St. Mary's University reasonably determines in good faith that any Service Provider has materially breached any of its obligations under this Agreement, St. Mary's University, in its sole discretion, shall have the right to:

- Exercise any of its rights to reports, access and inspection under this Agreement; and/or
- Require Service Organization to submit to a plan of monitoring and reporting, as St. Mary's University may determine necessary to maintain compliance with this Agreement; and/or
- Provide Service Organization with a fifteen (15) day period to cure the breach; and/or
- Terminate the Agreement immediately if any Service Provider has breached a material term of this Agreement and cure is not possible.

Before exercising any of these options, St. Mary's University shall provide written notice to Service Organization describing the violation and the action it intends to take.

**Subcontractors and Agents:** If a Service Provider provides any Covered Data and Information which was received from, or created for St. Mary's University to a subcontractor or agent, then Service Organization shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Service Organization by this Agreement.

**Maintenance of the Security of Electronic Information:** Service Organization shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Covered Data and Information received from, or on behalf of, St. Mary's University.

**Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:** Service Organization shall report to St. Mary's University any use or disclosure of Covered Data and Information not authorized by this Agreement or in writing by St. Mary's University. Service Organization shall make the report to St. Mary's University not less than one (1) business day after Service Provider learns of such use or disclosure. Service Organization's report shall identify:

- The nature of the unauthorized use or disclosure,
- The Covered Data and Information used or disclosed,
- Who made the unauthorized use or received the unauthorized disclosure,
- What Service Organization has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- What corrective action Service Organization has taken or shall take to prevent future similar unauthorized use or disclosure.

Service Organization shall provide such other information, including a written report, as reasonably requested by St. Mary’s University.

**Indemnity:** Service Organization shall defend and hold St. Mary’s University harmless from all claims, liabilities, damages, or judgments involving a third party, including St. Mary’s University’s costs and attorney fees, which arise as a result of Service Organization’s failure to meet any of its obligations under this Agreement.

**Survival:** The respective rights and obligations of Service Organization under Section 5 shall survive the termination of this Agreement

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

**ST. MARY’S UNIVERSITY**

**SERVICE ORGANIZATION: (NAME)**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Conclusion: \_\_\_\_\_  
 Signature \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Conclusion: \_\_\_\_\_  
 Signature: \_\_\_\_\_