March 25, 2014

St. John Fisher College Vendor Non-Disclosure, Confidentiality and Liability Agreement

Acceptance of Terms and Conditions
St. John Fisher College ("the College" or "College" here-in-after and throughout) occasionally provides Vendors ("the Vendor" or "Vendor" here-in-after and throughout) access to secured computer equipment located on-site at the College. This access is typically provided to a Vendor who has a Service Contract or Agreement with one or more Departments or Divisions associated with the College. Access is granted for a defined period of time and solely for the purpose of scheduled troubleshooting, maintenance or updates to software provided or supplied by the Vendor and installed on College owned computer equipment. The following Terms and Conditions must be agreed to in writing by the Vendor and the requesting Department / Division before access will be allowed.

Scheduling and Scope of Services
Upon receiving a signed copy of this Agreement the University will provide the Vendor with credentials for logging in locally or through our secured (VPN) Network. These credentials will be disabled until needed as indicated by a Work Ticket, created via the University Help Desk, by the University Department the Vendor will be working for.

Once the Help Desk has been notified of the need to activate a Vendor account, a Work Ticket will be created and assigned to the appropriate technical support team. The Vendor credentials will be enabled for the time specified in the Work Ticket and will be disabled once that time has expired.

Security Warranty
The Vendor warrants that all equipment used to access St. John Fisher College owned computer hardware, whether from the Vendor's location or connected directly to the College network using a wired or wireless connection, will have:

☐ Antivirus software with current definition files (list software used) _____
☐ Operating System services pack(s), critical and security updates installed
☐ Firewall protection

The Vendor is solely responsible for any claims, damages or liability in connection with Vendor's access to equipment or data, including, but not limited to interruption of service, loss of data, or unauthorized release or acquisition of data, and agrees to work with all necessary College departments to mitigate the effects of any service interruption, loss of data or security breach to the satisfaction of the College:

☐ Insurance certificate showing proof of liability coverage is available upon request
☐ Account Information (userid and password) will be stored securely protected from physical and logical access by unauthrorized persons.

Scope of Data
Data used and stored by the College may contain "Restricted, Highly-Sensitive, Confidential, etc." information, which includes (but is not limited to):

- Social Security Numbers (SSNs)
- Driver's License or State Identification (State ID) numbers
- Biometric information (e.g., fingerprints, DNA, retina images, etc.)
- Credit Card numbers, bank account numbers, personal identification numbers (PINs), or other identifiers
- Data covered under the Health Insurance Portability and Accountability Act (HIPPA) (http://www.hhs.gov/ocr/privacy/)
  - All student, non-student or employee medical, mental health and substance abuse data (counseling, immunizations, tests, lab results, etc.)
- Data protected by the Family Education Rights & Privacy Act (FERPA) (http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html)
  - Student education records such as final grades, test or quiz grades and class schedules
  - Student health and medical records
- Login/password credentials used to access electronic systems or resources

The Vendor agrees to comply with the above as well as other Federal regulations pertaining to the access and protection of confidential data:

- Sarbanes-Oxley (http://www.soxlaw.com/)
- Gramm-Leach-Bliley (http://www.ftc.gov/privacy/glbact/glbsub1.htm)

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The vendor warrants that no data will be downloaded or stored on vendor systems without written agreement with the College. All data used by vendor and stored on vendor systems or in hardcopy format shall be destroyed or securely erased immediately after use.

Nondisclosure
As a condition of the Vendor's access to College computing equipment the Vendor represents and warrants that they will not attempt to access any system(s) other than the one(s) designated in the Work Ticket nor will the Vendor use any computer equipment for any purpose that is unlawful.

With regard to the access of "Restricted, Highly-Sensitive, or Confidential" data, the College acknowledges that the scope of work performed by the Vendor may include access to such data. The Vendor warrants they will make every effort to follow College and Statutory guidelines when working with such data to prevent disclosure of "non-directory" information.

Signature of this Agreement is an indication that the Vendor has read the materials indicated by links in the previous section and agrees to abide by all rules, regulations, laws and penalties set forth therein.

Limitation of Liability
The College, its Departments, Divisions, Faculty and Staff shall not be liable for any direct, indirect, punitive, incidental, special or consequential damages, whether foreseeable or unforeseeable, based on claims (including, but not limited to, claims for damages for loss of profits or loss of business opportunities, the provision of or failure to provide services, mistakes, omissions, interruptions, deletion or corruption of files, errors, or defects) arising out of or in any way connected with the access granted to a Vendor whether based on contract, tort, strict liability or otherwise.

Verification and Monitoring of Work
All work performed by the Vendor while connected to College computing equipment is subject to monitoring by College staff and verification by the Department or Division requesting the access.

General Provisions
This Agreement and any documents referenced herein constitute the entire agreement between the College and the Vendor pertaining to the subject matter hereof and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the Vendor and the College. A printed version of this Agreement and of any notice given in electronic form shall be advisable in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The College's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provisions or rights. If any of the provisions contained in this Agreement are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

This Agreement shall remain in effect as long as there is a Service Agreement between the Vendor and the College

Agreed to on the _____ day of _____, in the year _____, by:

Signed By VENDOR:

_____ _____
Signature Date

_____
Print Name

_____
Title

Signed By College Department or Division:

_____ _____
Signature Date

_____
Print Name

_____
Title

Signed by Office of Information Technology:

_____ _____
Signature Date

_____
Print Name

_____
Title