



## SUNY College at Oneonta Confidentiality Agreement

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This is an agreement between State University of New York College at Oneonta (“the College”) and \_\_\_\_\_ (“the Vendor”).

It is understood and agreed to that the College may disclose information to the Vendor orally, electronically, or in writing. Any information thus disclosed shall be considered confidential and proprietary, regardless of whether it is marked or designated as such, and shall only be used and/or disclosed as provided in this Agreement.

The Vendor shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, employees and/or third-parties with sub contracts having a need to know. The Vendor and affiliates will not disclose the confidential information obtained from the College unless required to do so by law.

The Vendor acknowledges and agrees that a breach or violation of the covenants contained in this Agreement will have an irreparable, material and adverse effect upon the College and that damages arising from any such breach or violation may be difficult to ascertain. Without limiting any other remedy at law or in equity available to the College, in the event of a breach of the covenants contained in this Agreement, the College shall have the right to an immediate injunction enjoining the Vendor's breach or violation of such covenant or covenants, without the need to post any security or bond. The College shall have the right to receive from Vendor reasonable attorneys' fees, costs and expenses in the event any litigation or judicial proceeding is necessary to enforce the provisions of this Agreement. Every right and remedy of the College shall be cumulative and the College, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

The College shall make available to the Vendor records and information concerning students in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 and regulations promulgated thereunder. Such records and information shall be maintained by the Vendor in good condition and shall not be released to other entities or persons without the written permission of State University.

In performing this contract, the Vendor will receive, maintain, process or otherwise will have access to confidential information on students and/or customers of the College. Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission's Safeguards Rule (16 CFR Part 314), the Vendor must implement and maintain a written Information Security Program in order to protect such customer information. Customer information is defined as "any record containing nonpublic personal information as defined in 16 CFR §313(n)" (the FTC's Privacy Rule) "about a customer of a financial institution, whether in paper, electronic, or other

form" (16 CFR §314.2). Examples of nonpublic personal customer information include, but are not limited to, name, address, phone number, social security number, bank and credit card account numbers and student identification numbers.

The safeguards that must be implemented under the Program must comply with the elements set forth in 16 CFR §314.4 and must achieve the objectives enunciated in 16 CFR §314.3, namely to: 1) insure the security and confidentiality of student and/or campus customer records and information; 2) protect against any anticipated threats or hazards to the security or integrity of such records; and 3) protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any student and/or campus customer

The Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). The Vendor shall be liable for the costs associated with any breach of these provisions if caused by the negligent or willful acts or omissions of the Vendor or its agents, officers, employees, or subcontractors.

If the Vendor sub-contracts with a third party for any of the services that it is required to undertake in furtherance of this contract, the Vendor must ensure that such third parties implement practices which protect nonpublic personal information of students and/or campus customers which they receive, maintain, process or otherwise are permitted access.

The Vendor shall destroy any information disclosed under this agreement upon the termination of this agreement or when the information is no longer required by the Vendor to provide service to the College, whichever comes first. This includes any backups or copies of the information in the possession of the Vendor, its employees or sub-contractors.

**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

**Recipient of Confidential Information:**

Name:

Signature:

Date:

**Discloser of Confidential Information:**

Name:

Signature:

Date: