

Franklin Pierce Schools Vendor Confidentiality Agreement

- 1) **Parties:** This agreement is entered into between the Franklin Pierce Schools 402 (hereafter “FPS”) and _____ (hereafter “Vendor”.)
- 2) **Effective Term:** This agreement is binding upon the parties beginning on the date of signature below. The agreement shall remain binding until superseded by later agreement.
- 3) **Purpose:** The Vendor and FPS have entered into a working relationship that is established by other contracts. This agreement is not intended to alter the terms of those prior contracts. The purpose of this agreement is to detail the rights and responsibilities of the Vendor and FPS secondary to the Vendor’s access to Confidential Information maintained by FPS.
- 4) **Confidential Information:** “Confidential Information” includes, but is not limited to, all data, materials, computer programs, specifications, manuals, business plans, software, student information, employee information, personnel information, financial information, and other information, in all written, oral, or electronic formats, which may be made available to the Vendor by FPS. Without limiting the foregoing, Confidential Information is expressly understood to include all data, codes, or network infrastructure information contained upon FPS computers, servers, data systems, media devices, and all other such network storage devices whether directly owned by or secondarily maintained for the benefit of FPS.
- 5) **Access to Confidential Information:** Vendor recognizes that Confidential Information maintained by FPS is subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, the Health Insurance Portability and Accountability Act (“HIPAA”), 42 U.S. C § 21 et seq, and other state and federal laws which require that certain data and information be maintained in a secure and private manner. The Vendor will assume that all Confidential Information maintained by FPS is to be maintained in a secure and private manner.
- 6) **Vendor Obligation:**
 - a) Vendor agrees to hold all Confidential Information in confidence and shall not duplicate, disclose, publish, or otherwise reveal any Confidential Information to any other individuals or entity, including FPS officers, directors, employees, agents, assigns, and students, except in accordance with the agreement between FPS and Vendor or as authorized in writing by FPS’s Information Technology Chief Technology Officer.
 - b) Upon completion of work or termination of the agreement between Vendor and FPS, all Confidential Information shall be returned to the Information Technology Chief Technology Officer or destroyed by the Vendor. This includes all copies of the Confidential Information, in whatever written, electronic, or other format that said information may be contained.
 - c) The Vendor shall use all reasonable care when accessing, handling, or possessing Confidential Information. Vendor shall not store Confidential Information in any manner that will place the information at risk of unauthorized disclosure.
- 7) **Public Source Information:** Vendor shall have no obligation under this Agreement with respect to information that is publicly available and is rightfully received by Vendor by public means.
- 8) **No License:** Nothing contained herein shall be construed as granting or conferring to the Vendor any rights to the FPS systems or Confidential Information.

- 9) **Disputes/Governing Law:** All disputes related to an interpretation of this Agreement or arising out of the obligations of this agreement shall be resolved by binding arbitration. The arbitration must occur within Pierce County, in the State of Washington, and in accordance with the substantive laws of Washington. The proceeding will be pursuant to the rules and procedures of the American Arbitration Association.
- 10) **Damage to Property:** Vendor will fully reimburse FPS for any and all damage caused by the Vendor to FPS property, systems, or information. Given the nature of FPS's operations, time is of the essence, and thus FPS is empowered to respond to any such damage in the manner it deems most fit for the circumstance, without regard to cost.
- 11) **Indemnify and Defend:** Vendor will indemnify, defend, and hold harmless FPS, and its officers, directors, employees, agents, assigns, insurers, or any other individual associated with FPS, from and against any and all claims, in whatever legal form or theory may be asserted, that is in any way attributable to the acts of omissions of the Vendor including without limitations, any damages, claims, or allegations of invasion of privacy, disclosure of sensitive District information, copyright infringement, fraudulent business practices, breach of any state or federal laws, or any other claim related to the unauthorized access to, use, misuse, or disclosure of FPS's Confidential Information.
- 12) **Representatives and Assigns:** This Agreement shall be binding on Vendors' legal representatives, agents, employees, assigns, or successors, and shall insure tot the benefits of any successors, assigns, employees, agents and representatives of FPS.
- 13) **Severability:** If any term of the Agreement is held by a court to be invalid or unenforceable, the this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- 14) **Interpretation:** The paragraph heading used in the Agreement are not to be construed in interpreting the Agreement.
- 15) **Waiver:** Any waiver of a right under or breach of a provision of this Agreement shall not be a waiver of any other rights or subsequent breach of the same or other provisions of this Agreement.
- 16) **Notice:** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certificated mail, postage prepaid, or recognized overnight delivery services. If to Recipient, notice will be addressed to the mailing address on file with the District personnel office.
- 17) **SUPER Act. (Student User Privacy in Education Rights)**
- a. The vendor shall provide clear and easy to understand information about the types of student personal information they collect and about how they use and share the student personal information.
 - b. The vendor shall provide prominent notice before making material changes to their privacy policies for school services.
 - c. The vendor shall facilitate access to and correction of student personal information by students or their parent or guardian either directly or through the relevant educational institution or teacher.

Vendor Contact

Signature of Vendor Contact

Date of Signature