

ADM 416
APPENDIX C – Vendor Confidentiality Agreement

Whereas **McPherson College** (hereinafter, the Organization) has contracted with _____ to perform various functions or review on our behalf, and whereas, in order to perform this work, access to potentially confidential information and systems may be necessary, it is agreed that:

Confidential Information is information not generally known by the public including, but not limited to, the Organization's (i) internal personnel, financial, marketing, and other proprietary business information, (ii) passwords to various systems within the Organization, (iii) computer equipment and resources and their peripheral equipment, (iv) access to secured locations such as the computer room, and (v) the Organization's constituent base.

It is further acknowledged that except as expressly authorized in writing in advance by any party, either during the existence of this Agreement or at any time thereafter, parties shall not (i) copy or disclose Confidential Information to any third party except to its employees or consultants with a bona fide need to know the same in order to use the Confidential Information for the purposes of this Agreement, provided that such employees or consultants agree in writing prior to disclosure to the same obligations of confidentiality as those imposed on the parties hereunder with no further rights of disclosure, and provided that such disclosing party shall be responsible for the breach of such obligations by an such persons, or (ii) use Confidential Information for the benefit of anyone other than said party for the specific purpose of fulfilling said party's obligations under this Agreement.

No Confidential Information can be at any time, directly or indirectly, authorized or disclosed regarding the Organization's constituents or any of its operations.

This Agreement shall be binding upon and inure to the benefit of the successors, assignees, and legal representatives of the respective parties hereto.

In addition to any other remedies it may have, the Organization shall have the right to enforce this agreement by obtaining an injunction or specific performance from any court of competent jurisdiction.

If any term or provision of this agreement is held to be illegal, invalid, or unenforceable under the laws, regulations or ordinances of any federal, state, or local government, the remaining terms shall remain unaffected thereby. This agreement shall be constituted under the laws of Kansas and venue shall be proper in Kansas.

This instrument is executed on the day, month and year set forth below.

Signature

Date

Printed Name

Company