

THIRD PARTY ACCESS TO THE SIENA NETWORK and to PERSONAL, STUDENT, OR FINANCIAL INFORMATION

RESTRICTION OF USE OF CONFIDENTIAL INFORMATION

For purposes of this addendum, “Confidential Information” is defined as any and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, including, but not limited to, information subject to the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act (“GLBA”), or New York law. This information includes, but is not limited to, Social Security Numbers, student education records, financial records regarding students or alumni of the College (or their parents or sponsors), financial and personal information regarding College employees, and other personally identifiable information identified by law.

(Organization's Name) agrees to hold any and all Confidential Information obtained from the College, its students, faculty, staff, or other agents in the performance of this Agreement in strictest confidence, and shall not use or disclose such Confidential Information except as permitted or required by this Agreement or by law or as otherwise agreed to in writing by the College.

The Contractor warrants and represents that it shall, at all times, comply with FERPA, GLBA and other applicable federal and state privacy statutes. The contractor also warrants that, in the event of a security breach (within its control) covered by any applicable law protecting Personally Identifiable Information, the Contractor shall bear all responsibility and expense for complying with the disclosure and notification requirements of the statute.

The Contractor agrees that it will protect the Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, the Contractor shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically managed Confidential Information.

The Contractor agrees, upon termination, cancellation, expiration, or other conclusion of this Agreement, within thirty (30) days to return to the College or if return is not feasible, destroy and not retain any copies (and furnish the College with an appropriate Certificate of Destruction) of any and all Confidential Information that is in its possession.

Siena accounts are not allowed to be shared in accordance with Siena policy. Any accounts provided shall be secured and not shared beyond the person the account was given to. Reasonable precautions shall be made to secure equipment used to access the Siena network and access shall be limited to what is required to perform the duty that the vendor was hired for.

The obligations of this Agreement shall not apply to any information which is/was: (a) already in the public domain through no breach of this Agreement, including but not limited to information available through College’s web site(s); (b) lawfully in the Contractor’s possession prior to receipt from the College, its faculty, staff or students; or (c) received by the Contractor independently from a person or entity free to lawfully disclose such information other than the College, its faculty, staff, or students.

If a breach, intrusion, or incident occurs at Siena College during the course of the Contractor’s work, the sponsoring department and Information Technology Services (ITS) should be immediately notified. Notification to ITS should be done through email to information.security@siena.edu

If disclosure to any third party is required by law, the Contractor shall, if allowed by law, notify the college in advance of any such disclosure.

In the event that Contractor has had entered into any Agreement with the College containing a provision that conflicts with or is inconsistent with the terms of this addendum, the provision granting greater rights or remedies to College and/or imposing the greater duty, standard, responsibility or obligation on the Contractor, shall govern and control.

Signature: _____

Printed Name: _____

Date: _____

Network access end date will be *(Date)* unless arrangements are made otherwise.