

Contractor Confidentiality Agreement

Preface

In accordance with the *Data Confidentiality Policy for Contractors*, those who access data, whether directly or indirectly, must be in compliance with all applicable laws and regulations, as well as relevant UNLV policies and procedures. Depending on how the business relationship between the university and the contractor is established, one of the following three scenarios will apply:

1. Contractors hired through the UNLV procurement process are bound by the terms and conditions associated with the protection of university data included in the executed contract.
2. Contractors hired or engaged in any way to work specifically with Protected Health Information must complete a HIPAA Business Associate Agreement.
3. All other contractors must comply with all provisions of the *Contractor Confidentiality Agreement* included below. The agreement can be modified with approval of General Counsel.

The Agreement

This is an agreement (“Agreement”) between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas (“UNLV”) and [insert name of Contractor] (“the Contractor”).

It is understood and agreed to that UNLV may disclose information to Contractor 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 Contractor shall limit disclosure of confidential information within its own organization to its employees and/or third parties with subcontracts having a need to know. Subcontractors must abide by the confidentiality requirements hereunder. The Contractor and affiliates will not disclose the confidential information obtained from UNLV unless required to do so by law.

The Contractor acknowledges and agrees that a breach or violation of the covenants contained in this Agreement will have an irreparable, material and adverse effect upon UNLV 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 UNLV, in the event of a breach of the covenants contained in this Agreement by Contractor, its employees, agents, or subcontractors, UNLV shall have the right to an immediate injunction enjoining Contractor's breach or violation of such covenant or covenants, without the need to post any security or bond. UNLV shall have the right to receive from Contractor 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 UNLV shall be cumulative and UNLV, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

As applicable, UNLV shall make available to the Contractor records and information concerning students in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 ("FERPA") and regulations promulgated thereunder. Such records and information shall be maintained by Contractor in good condition and shall not be released to other entities or persons without the written permission of UNLV.

In performing this contract, as applicable, Contractor may receive, maintain, process or otherwise may have access to confidential information on students, employees, and/or customers of UNLV. Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission's Safeguards Rule (16 CFR Part 314), Contractor must implement and maintain a written Information Security Program ("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) ensure the security and confidentiality of student, employee, 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, employee, and/or campus customer.

The Contractor shall comply with all applicable federal and state laws, including Nevada Revised Statute Chapter 603A, Security of Personal Information. The Contractor 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 Contractor or its agents, officers, employees, or subcontractors.

If the Contractor sub-contracts with a third party for any of the services that it is required to undertake in furtherance of this contract, the Contractor 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 Contractor shall destroy any information disclosed under this agreement upon the termination of this agreement or when the information is no longer required by the Contractor to provide service to UNLV, whichever comes first. This includes any backups or copies of the information in the possession of the Contractor, 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:

Title:

Signature: _____ Date: _____

**Nevada System of Higher Education on
behalf of the University of Nevada,
Las Vegas**

Name:

Title:

Signature: _____ Date: _____