



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT - VENDORS

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This Confidentiality and Non-Disclosure Agreement is between “The Vendor” \_\_\_\_\_ (henceforth referred to as “Service Provider”) and \_\_\_\_\_ [Department Name], Queen’s University (henceforth referred to as “University”).

Whereas the Service Provider (“The Vendor”) will receive, collect or have access to **Personal and/or Confidential Information\*** from the University for the sole purpose of providing the service.

In consideration of the opportunity to execute “Purpose” \_\_\_\_\_ [Example: *the marketing campaign*], the Service Provider gives the following undertaking to the University, namely to:

1. Hold all Personal and/or Confidential Information in strict confidence, and only disclose said information with the express written consent of the University;
2. Ensure that its employees hold the Personal and/or Confidential Information in strict confidence;
3. Implement procedures that will preclude the accidental or unauthorized disclosure of the Personal and/or Confidential Information;
4. Undertake to ensure that only employees who require the Personal and/or Confidential Information in the performance of their job duties have access to that Information;
5. Not reproduce or make copies of the Personal and/or Confidential Information except with the express written authorization of the University;
6. Immediately destroy the Personal and/or Confidential Information, including any copies or reproductions made thereof, within maximum seven (“7”) working days after its use or upon fulfilment or termination of the original purpose for which said information was provided;
7. Dispose of the Personal and/or Confidential Information in a manner acceptable\*\* to Queen’s University and provide the University with written notification of the date, time and method used in the disposal of all Personal and/or Confidential Information and/or return of all media that contain that information to the University within seven (“7”) days of completion of task; and
8. Agrees that the University may require confirmation of the steps taken to comply with the requirements of this Agreement, including but not limited to conducting an audit of “The Vendor” privacy practices. Failure to do so will result in the termination of this Agreement and “The Vendor” will immediately return all Personal and/or Confidential Information received from the University or collected on its behalf.

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\* **Personal Information** is any information about an “identifiable individual”.

**Confidential Information** is any information which is designated by the University as confidential.

\*\* **Examples of acceptable disposal methods:** Shredding for printed material, and degaussing or physical destruction of magnetic media.

The Service Provider (“The Vendor”) agrees that it will indemnify and hold the University, its successors, trustees, officers, and employees harmless from and defend them against all expenses including legal fees, fines, exemplary damages, punitive damages and amounts paid in any settlement arising out of any breach of this Confidentiality and Non-Disclosure Agreement.

The obligations undertaken pursuant to this Confidentiality and Non-Disclosure Agreement shall be unlimited as to time and will not cease even upon fulfilment or termination of the original purpose for which the Personal and/or Confidential Information was disclosed.

To show their acceptance of the provisions of this Confidentiality and Non-Disclosure Agreement, the duly authorized signing officers of the parties have signed below.

**University Department:**

*Name:* \_\_\_\_\_ *Title:* \_\_\_\_\_

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

**Vendor:**

*Name:* \_\_\_\_\_ *Title:* \_\_\_\_\_

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_