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CONFIDENTIALITY AGREEMENT ADDENDUM
BETWEEN
COLUMBUS STATE COMMUNITY COLLEGE
AND

</div>

_____ [VENDOR/CONTRACTOR]

PURPOSE STATEMENT

This Confidentiality Agreement/Addendum ("Agreement") is between Columbus State Community College, a state community college district, ("College") 550 East Spring Street, Columbus, Ohio 43215, and _____ ("Contractor").

This Confidentiality Agreement is hereby incorporated into the primary agreement executed _____ , and all other agreements between the parties by reference and as if fully rewritten therein.

CONFIDENTIALITY

1.1   The parties understand that the College is subject to R.C. 149.43, the Ohio Public Records Act. Any record kept by the College that is deemed a public record is subject to release if a proper request is made.

1.2   Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of College. Contractor shall bind its subcontractors to the terms of this Agreement.

1.3   Contractor understands that it may, pursuant to this Agreement, generate or otherwise be in possession of confidential records, including but not limited to education records regarding College's students, and that educational records are protected by federal law including, inter alia, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C.A. 1232g. Contractor further understands that it may not share or disclose College records with any party other than the College, without both College's and the relevant student's consent.

1.4   All provisions of this Agreement relating to "confidentiality" remain binding upon Contractor and its subcontractors in the event of cancellation.

1.5.   During the Term and thereafter, the Programs, the Documentation and any and all other technical and non-technical information provided by or related to the College or its business ("Confidential Information") shall be proprietary and confidential to the College, and contractor shall not use, distribute, or make available Confidential Information, or permit such to be done, except as explicitly stated in this Agreement. Confidential Information includes without limitation any and all software, systems, associated configurations, personally identifiable information (as defined in NIST publication SP800-122 section 2.2), education records, authentication information, secure socket layer certificates and keys, source code, object code, screen displays, methods, processes, inventions, works of authorship, Licensees, vendors, and business plans. Notwithstanding the foregoing, Confidential Information does not include any information independently developed by contractor or licensee without regard to the Confidential Information, information in the public domain, or information disclosed to contractor or Licensee by a third party not in violation of any confidentiality restrictions.

1.6   Contractor acknowledges that it may, pursuant to this Agreement, access software licensed by a third-party vendor to the College, and that this software contains proprietary and confidential information owned by the third-party vendor, and embodies substantial and commercially valuable trade secrets of the third-party vendor that may not be disclosed under the terms of this Agreement. The third-party vendor shall have the right to seek an injunction against contractor from a court of competent jurisdiction enjoining any such breach of the vendor's intellectual property.

1.7   Contractor agrees, upon completion or termination of this Agreement, to return any confidential and proprietary information provided by the College for the completion of the work and to purge any such data from its systems.

CONFLICT
1.1 In the event of any conflict between the terms and provisions of this Addendum and the remainder of the Agreement, the terms and provisions of the body of this Addendum shall control.

_____
CONTRACTOR

_____
ADDRESS

_____
PRINTED NAME

_____
TITLE

_____
EMAIL

_____
PHONE

_____
DATE