

EXHIBIT ____

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into by and between <Company Name>, <Address>, <City>, <State, Zip> ("Vendor"] and California State University, Bakersfield ("UNIVERSITY").

WHEREAS the parties wish to confirm their understandings with respect to the confidential nature of the relationship between the parties relating to the transmission, use and protection of certain confidential data,

It is hereby agreed as follows:

1. Confidential Information. VENDOR acknowledges that in the course of providing services to UNIVERSITY, VENDOR will be given or have access to confidential student, alumni and/or employee information ("Confidential Information") protected from disclosure by various laws including the Family Educational Rights and Privacy Act (FERPA), the California Information Practices Act (IPA) (California Civil Code Section 1798 et seq.), and California Constitution Article 1, Section 1. VENDOR, its employees, agents, contractors and subcontractors shall hold the Confidential Information in trust for UNIVERSITY'S benefit, and shall, in addition to their respective obligations hereunder, use best efforts at all times to adopt and follow procedures and practices to protect the confidentiality of the Confidential Information and prevent its disclosure to others without the express written consent of UNIVERSITY.

VENDOR further, acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records.

VENDOR further acknowledges that UNIVERSITY'S willingness to disclose Confidential Information to VENDOR is predicated on VENDOR entering into committing to abide by the terms of this Agreement, FERPA and the IPA.

2. Nondisclosure. VENDOR, its employees, agents, contractors and subcontractors shall use the Confidential Information solely in connection with performance by VENDOR of the services provided to UNIVERSITY and for no other purpose. Neither VENDOR nor any of its employees, agents, contractors or subcontractors shall sell, release, transfer, reprint, duplicate, recreate, disclose or permit the disclosure to any other person or entity of any of the Confidential Information or of any files, compilation, study, report or analysis or data base containing, based on or derived from the Confidential Information without the express written consent of UNIVERSITY, and in full compliance with applicable state and federal privacy laws.

VENDOR shall maintain the privacy of protected personal information and shall be financially responsible, if and to the extent that any security breach relating to protected personal information results from acts or omissions of VENDOR, or its personnel, for any notifications to affected persons (after prompt consultation with CSU), and to the extent requested by CSU, administratively responsible for such notification.

3. Disclosure Sought Under Legal Process. VENDOR shall immediately notify UNIVERSITY in writing of any subpoena, court order or other legal process seeking or purporting to compel disclosure of any of the Confidential Information and shall challenge, oppose or appeal any such subpoena, order or legal process to the extent deemed appropriate by UNIVERSITY. In no event shall VENDOR voluntarily, without a court order, disclose or permit the disclosure of any of the Confidential Information in response to legal process unless and until VENDOR has given the required notice to UNIVERSITY and VENDOR has exhausted any and all legal remedies available to it to limit or prevent the disclosure.

4. Return of Materials. Upon request of UNIVERSITY at any time VENDOR shall return all or such part of the Confidential Information as UNIVERSITY may designate to be returned. In addition, upon the completion of the services provided by VENDOR to UNIVERSITY, VENDOR shall return or destroy, as UNIVERSITY may instruct, all Confidential Information in VENDOR'S possession or control, whether in printed, electronic or any other format, including all duplicates and copies thereof of any files, compilation, study, report, analysis or data base containing, based on or derived from the Confidential Information.

5. VENDOR'S disclosure of Confidential Information to third parties without UNIVERSITY'S authorization, or VENDOR'S failure to return or destroy Confidential Information per Provision 4, above may result in the UNIVERSITY or the U.S. Department of Education denying VENDOR access to Confidential Information for a period of at least five years.

6. Injunctive Relief. VENDOR acknowledges and agrees that the breach or threatened breach by VENDOR, or its employees, agents, contractors or subcontractors of their obligations under this Agreement will cause serious and irreparable harm to UNIVERSITY that cannot be adequately compensated by monetary damages alone and that UNIVERSITY may seek injunctive relief from an appropriate court to protect UNIVERSITY from such harm without necessity of bond or other security.

7. Immediate Notice. VENDOR shall give UNIVERSITY immediate notice of any unauthorized use or disclosure of the Confidential Information, or of any breach or threatened breach by VENDOR, or its employees, agents, contractors or subcontractors of their obligations under this Agreement, upon learning of same.

8. Appropriate Forum. VENDOR and UNIVERSITY agree that this Agreement is entered into in the State of California, and that the courts located in the State of California are the appropriate forum in the event any party seeks legal action or injunctive relief under this Agreement. Both parties consent to venue and personal jurisdiction in the appropriate court in the State of California.

9. Termination. This Agreement shall survive the termination of the services to be provided by VENDOR or any other agreement by and between the parties.

10. Severability. All of the provisions of this agreement are severable. If any provision of this Agreement is rendered invalid or unenforceable by State or Federal statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

12. Entire Agreement; Amendments. This Agreement is intended as the complete, final and exclusive statement of the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings between the parties hereto. This Agreement may be amended, modified or supplemented only by a written agreement signed by VENDOR and UNIVERSITY. Any waiver of the terms and conditions of this Agreement must be in writing signed by the party granting such waiver and shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to perform.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement by their duly authorized representatives.

VENDOR

Signature: _____ Date _____

Print Name: _____ Title _____

“UNIVERSITY”

Campus: California State University, Bakersfield

Signature: _____ Date _____

Name: Michael Chavez

Title: Director of Procurement