

AGREEMENT

This Agreement, (“Agreement”), is made and entered into this _____ day of _____, 200__ by and between Saint Louis University, (the “University”), a Missouri nonprofit corporation, and the individual whose signature appears below (the “IT Individual”).

WHEREAS, The University possesses, utilizes and maintains an information technology system infrastructure and certain technology equipment (the “System”);

WHEREAS, All information, data and the like (other than that reasonably considered personal in nature addressed to the IT individual and information that, within the scope of the IT individual’s employment would require disclosure in order for the IT individual to perform his/her job responsibilities) transmitted, stored and/or processed through, on, or by the System or any individual component of the System is considered by the University as privileged and confidential information (the “Confidential Information”);

WHEREAS, From time to time the IT Individual may have access to or otherwise become aware of the Confidential Information; and

WHEREAS, The University desires to set forth certain terms and conditions relative to such Confidential Information; and

NOW THEREFORE, In consideration of the covenants and conditions contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Access to and Use of Confidential Information. The IT Individual agrees that access in any way whatsoever to any or all Confidential Information shall at all times be within the scope of the IT Individual’s employment or other authorized duties and responsibilities. Any unauthorized access to, use of, or possession of the Confidential Information is strictly prohibited. The IT Individual agrees not to reveal, disclose or otherwise allow any other person to gain access, directly or indirectly, to the Confidential Information, except when expressly authorized through the scope of the IT Individual’s authorized duties and responsibilities or when authorized by the Vice President and Chief Information Officer or President of the University. Accordingly, the IT Individual warrants to the University, that all Confidential Information accessed by or through the IT Individual shall not be distributed, duplicated, used and /or disclosed, in whole or in part for any purpose other than those purposes specifically set forth in the IT Individual’s authorized duties and responsibilities.

2. Law and Policy Compliance. The IT Individual agrees to comply with all laws, ordinances, rules, orders and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, agencies and subdivisions applicable thereto as well as all policies, procedures and rules of the University.

3. Violation of Law or University Policies. The IT Individual agrees to promptly report to the Vice President and Chief Information Officer any violation of federal, state or local laws or University policies observed as a result of the IT Individual’s access to Confidential Information.

4. **Indemnification.** The IT Individual shall release, indemnify, and hold the University, its trustees, officers, employees and agents harmless from and against any and all liability, claims, suits, actions, damages, settlements and expenses, including reasonable attorney's fees, arising in connection with the IT Individual's improper activities and/or inappropriate use (including without limitation, taking such actions which are outside of the scope of the IT Individual's employment responsibilities or authority) of the System or Confidential Information whether or not such occurrence is/was at or on the property of the University AND NOTWITHSTANDING ANY NEGLIGENCE THAT MIGHT BE ALLEGED AGAINST, OR ATTRIBUTED TO THE UNIVERSITY OR ANY PERSON INDEMNIFIED HEREUNDER. The IT Individual further agrees to pay any court costs or attorney's fees incurred or paid by the University to enforce any obligation imposed under this Agreement.

5. **Amendments.** This Agreement may not be amended except by a written amendment executed by the Vice President and Chief Information Officer or President of the University.

6. **Severability.** If any provision in this Agreement is adjudicated illegal, null or void, all other provisions shall continue in full force and effect and remain binding upon the parties.

7. **Survival.** All obligations under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of the Agreement or the IT Individual's employment by the University (if applicable) shall survive such termination, cancellation or expiration.

8. **Waiver.** Failure by the University to enforce one or more of the provisions contained herein shall not be deemed or construed to constitute a waiver of default or waiver of any other violation or breach of any of the terms contained herein.

9. **Integration.** This Agreement supersedes any and all other Agreements, either oral or written relative to the specific subject matter contained herein and contains the entire Agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

SAINT LOUIS UNIVERSITY

IT INDIVIDUAL

BY: _____

NAME: Ellen Watson

Printed Name

TITLE: Vice President and
Chief Information Officer