

UW Oshkosh Vendor Non-Disclosure, Confidentiality and Liability Agreement

Acceptance of Terms and Conditions

The University of Wisconsin Oshkosh ("the University" or "University" here-in-after and throughout) occasionally provides Vendors ("the Vendor" or "Vendor" here-in-after and throughout) access to secured computer equipment located on-site at the University. This access is typically provided to a Vendor who has a Service Contract or Agreement with one or more Departments or Divisions associated with the University. Access is granted for a defined period of time and solely for the purpose of scheduled troubleshooting, maintenance or updates to software provided or supplied by the Vendor and installed on University owned computer equipment. The following Terms and Conditions must be agreed to in writing by the Vendor and the requesting Department / Division before access will be allowed.

Scheduling and Scope of Services

Upon receiving a signed copy of this Agreement the University will provide the Vendor with credentials for logging in locally or through our secured (VPN) Network. These credentials will be disabled until needed as indicated by a Work Ticket, created via the University Help Desk, by the University Department the Vendor will be working for.

Once the Help Desk has been notified of the need to activate a Vendor account, a Work Ticket will be created and assigned to the appropriate technical support team. The Vendor credentials will be enabled for the time specified in the Work Ticket and will be disabled once that time has expired.

Security Warranty

The Vendor warrants that all equipment used to access UW Oshkosh owned computer hardware, whether from the Vendor's location or connected directly to the University network using a wired or wireless connection, will have:

- Antivirus software with current definition files (list software used) _____
- Operating System services pack(s), critical and security updates installed

The Vendor is solely responsible for any claims, damages or liability in connection with Vendor's access to equipment or data, including, but not limited to interruption of service, loss of data, or unauthorized release or acquisition of data, and agrees to work with all necessary University departments to mitigate the effects of any service interruption, loss of data or security breach to the satisfaction of the University:

- Insurance certificate showing proof of liability coverage is available upon request

The Vendor agrees to comply with the above as well as other UW System, University, State or Federal regulations pertaining to the access and protection of confidential data:

- UW System Policies (<https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/>)
- UWO Acceptable Use Policy (<https://uwosh.edu/it/policies/>)

Nondisclosure

As a condition of the Vendor's access to University computing equipment the Vendor represents and warrants that they will not attempt to access any system(s) other than the one(s) designated in the Work Ticket nor will the Vendor use any computer equipment for any purpose that is unlawful.

With regard to the access of "Restricted, Highly-Sensitive, or Confidential" data, the University acknowledges that the scope of work performed by the Vendor may include access to such data. The Vendor warrants they will make every effort to follow University and Statutory guidelines when working with such data to prevent disclosure of "non-directory" information.

Signature of this Agreement is an indication that the Vendor has read the materials indicated by links in the previous section and agrees to abide by all rules, regulations, laws and penalties set forth therein.

Limitation of Liability

The University, its Departments, Divisions, Faculty and Staff shall not be liable for any direct, indirect, punitive, incidental, special or consequential damages, whether foreseeable or unforeseeable, based on claims (including, but not limited to, claims for damages for loss of profits or loss of business opportunities, the provision of or failure to provide services, mistakes, omissions, interruptions, deletion or corruption of files, errors, or defects) arising out of or in any way connected with the access granted to a Vendor whether based on contract, tort, strict liability or otherwise.

Verification and Monitoring of Work

All work performed by the Vendor while connected to University computing equipment is subject to monitoring by University staff and verification by the Department or Division requesting the access.

General Provisions

This Agreement and any documents referenced herein constitute the entire agreement between the University and the Vendor pertaining to the subject matter hereof and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the Vendor and the University. A printed version of this Agreement and of any notice given in electronic form shall be advisable in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The University's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provisions or rights. If any of the provisions contained in this Agreement are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

This Agreement shall remain in effect as long as there is a Service Agreement between the Vendor and the University

Agreed to on the _____ day of _____, in the year _____, by:

Signed By VENDOR:

Signed By University Department or Division:

Signature Date

Signature Date

Name Print

Print Name

Title

Title

Signed by University Administrative Services:

Signature Date

Name Print

Title