



THIRD PARTY REMOTE ACCESS AGREEMENT

_____ (*Third Party*), agrees to keep confidential and not to use or to disclose to others, during the term of this Agreement or any time thereafter, except as expressly consented to by the Erie County Technical School, or as required by this Agreement or as required by law, any trade secrets confidential technology, proprietary information or any other matter or thing learned or acquired by the Third Party through its association with the Erie County Technical School that is not otherwise available to the public.

“Confidential Information” The Third Party shall ensure that any student, employee, contractor, or subcontractor or agent to the Third Party, who may disclose any Confidential Information of the Erie County Technical School, is bound by the confidentiality terms and conditions of the Agreement. The Third Party further agrees that, upon termination of this Agreement for any reason, it will neither take nor retain, without prior written authorization from the Erie County Technical School, and except to the extent such information has been incorporated into records of the Third Party as required by law or standard business practices, any papers, files or other documents, or copies thereof, or other Confidential Information. Confidential Information shall include without limitation all information of, about, or in any manner concerning the Erie County Technical School, the Erie County Technical School Students, Faculty any aspect of the Third Party, etc. whether written, electronic or oral of any kind belong to the Erie County Technical School. In the event of a disclosure required by law, the Third Party will provide at least two business days’ written notice prior to any such disclosure of the Erie County Technical School’s Information outside the purposes of the Agreement of which the Third Party becomes aware.

This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. The Third Party agrees and understands that in the event of any breach of the Agreement, it will be subject to financial damages to the Erie County Technical School as permitted by law, injunctive relief, and responsibility for all attorney fees incurred by the Erie County Technical School in enforcing this Agreement.

This Agreement also includes the following attachments that are incorporated in this Agreement by this reference:

1. Third Party Remote Access Agreement – Terms and Conditions
2. Third Party Remote Access Request Questionnaire – Information Requirements Document
3. Third Party Remote Access Policy

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Third Party Name

Authorized Signature #1

Name *(please print)*

Authorized Signature #2

Name *(please print)*

Effective Date

Erie County Technical School

Authorized Signature #1

Name *(please print)*

Authorized Signature #2

Name *(please print)*

Effective Date