

BOSTON COLLEGE
Chestnut Hill, MA 02467

SERVICE AGREEMENT

This Agreement sets forth the terms and conditions for the performance of professional services by _____ (hereafter referred to as the "Service Provider" or "Vendor") with offices located _____, for the Trustees of Boston College, with offices at 140 Commonwealth Avenue, Chestnut Hill, MA 02467.

All Agreements:

- 1) Contract term (Period of Service): From (effective date) _____ to _____
- 2) Termination: Either party may terminate this Agreement for any reason upon 60 days written notice to the other party. Termination under this clause will not affect any obligations incurred under this Agreement prior to termination. If Consultant fails to perform any of its obligations under this Agreement and such failure continues for thirty (30) days after notice of such failure is given by Boston College to Consultant, then Boston College may immediately, or at any time thereafter, terminate this Agreement by written notice to Consultant, without prejudice to any remedies (whether set forth in this Agreement or provided for by law or in equity) which might otherwise be available to Boston College for such failure. Upon any termination, Boston College shall be obligated only with respect to compensation for services satisfactorily performed and non-cancelable reimbursable expenses incurred through the date of termination.
- 3) Authorized Total Not to Exceed Amount: \$ _____ Applicable Professional Rate: \$ _____ per hour
- 4) Travel: Travel **IS NOT** allowed as an additional expense under this contract. **IF**, by exception, travel is allowed under this agreement up to a total not to exceed cost of \$ _____, the Service Provider may be reimbursed for all pre-approved travel upon submission of documentation in accordance with Boston College policies which can be found at www.bc.edu/travel.
- 5) In consideration for the performance of services, Boston College shall pay the Service Provider as listed in sections three (3) and four (4) above for the satisfactory completion of services described in the Scope of Services and within the stated Period of Services. The Service Provider will be responsible for all costs incurred in excess of the authorized amount. Payment is predicated upon acceptance by BC of deliverables as stated in the attached Scope of Services, Attachment C. It is understood and agreed by the parties that Sponsor, if listed above, has awarded Boston College grant monies to be used for the Project and that Sponsor has secured certain approval rights over the content generated from the use of such grant money; therefore, the Project will not be considered complete until Sponsor has given final approval.
- 6) Scope and Location of Services to be Performed: The Service Provider agrees to perform **services and submit deliverables** as specified in the **Scope of Services**, included as part of this Agreement as **Attachment C**, and within the specified Period of Services. Service Provider shall report to the Principal Investigator, or their immediate supervisor.
- 7) Performance: The services will be performed primarily by _____, ("Service Provider's Project Manager"). If for any reason this named person is unavailable or fails to direct the services for any period, Boston College will have the option to terminate the services or, at BC's option, Service Provider shall provide a substitute individual or individuals, acceptable to Boston College, to act as Service Provider's Project Manager. Boston College will not incur charges for hours that may be necessary to bring the substitute individual up to date on the project requirements.
- 8) Payment: Payment will be made based on submission of original, **signed** invoices indicating **actual costs incurred** for the referenced billing period and associated services to Boston College (and in accordance with Progress Chart). **The invoices must identify the Service Provider's legal name and address, description of completed services/deliverables, dates performed, associated rates and the applicable Purchase Order number.** All suppliers to Boston College must complete the vendor information sheet and W-9 form available on www.bc.edu/supplier before payments can be made. **Submit invoices to the supervisor of the project, for approval of associated deliverables, and for forwarding of the approved invoice to Procurement Services for payment. All invoices must be submitted within 60 days of the completion date.**

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- 9) Payment Terms: Boston College payment terms are Net 30 from the date of an approved invoice listing the applicable Purchase Order number. Approved invoices are those invoices for which a final approval has been given for payment by Boston College. Boston College will issue payments by ACH. Vendors must complete the Authorization Form for Direct Deposit payments found on the Boston College website, www.bc.edu/supplier.
- 10) Taxes: Service Provider shall be solely responsible for the payment of any and all taxes or fees, relating to Service Provider's activities under this Agreement or receipt by Service Provider or his/her/its employees of compensation therefore, including, without limitation, all Federal, state, and local income taxes, all taxes or contributions required under the social security, unemployment insurance, servicer's compensation or other laws, and any licensing fees, sales or use taxes, or other taxes or fees arising from Service Provider's activities hereunder. Service Provider and Boston College shall cooperate in the purchase or rental of any supplies, materials, equipment or services which may be required hereunder so as to utilize any exemption from sales or other taxes that may result from Boston College's status as a nonprofit educational organization. Boston College's tax-exempt information is available at www.bc.edu/tax.
- 11) Intellectual Property: Service Provider agrees that all works, materials, information and creations of any kind made or developed by Service Provider, alone or jointly with anyone, in performing the Services and/or provided by Service Provider to BC (collectively, the "Work Product"), and all patent rights, copyrights, trademarks, trade secrets and other intellectual property rights, throughout the world, in and to the Work Product (collectively, the "Rights"), will be the exclusive property of BC. To the maximum extent possible, all Work Product will be a "work for hire" under U.S. copyright law. Except to the extent the copyright in the Work Product is owned by BC as a "work for hire," Service Provider hereby assigns to BC all right, title and interest in and to the Work Product and the Rights. Upon BC's request, Service Provider agrees to execute any and all further documents to perfect the assignment of Rights to BC. The Service Provider agrees to exert no claims to ownership of Services/Product or items that may be derived from their use. The Service Provider agrees to take no action, including independent publication, which may infringe upon the rights of the Boston College and/or its agents or employees. All information and other data developed or acquired or furnished to the Service Provider in the performance of this Agreement shall be used only in connection with the services purchased under this Agreement. In addition, Boston College requires the signing of a Non-Disclosure Agreement, to protect BC's rights in relation to processes, coding and other privately held data that may be disclosed as a result of this contract.
- 12) Warranty: Third-Party Rights. Service Provider warrants that all Work Product will be original to Service Provider and will not infringe the intellectual property rights or other rights of any third party. If the Work Product includes or incorporates any works in which Rights are owned by a third party or which are derivative of third-party Rights, Service Provider shall be responsible for securing all rights necessary to assign the Rights in the Work Product to BC as provided above. Service Provider shall not include or incorporate in the Work Product any works under the terms of any open source or other license without securing BC's prior written permission in each case.
- 13) Status of Service Provider: In acting hereunder, the status of Service Provider shall be that of an independent contractor and not that of an agent or employee of Boston College. Service Provider shall have no power or authority to act on behalf of Boston College or in its name or to bind Boston College, either directly or indirectly, in any matter or thing whatsoever. Except for its obligation to pay Service Provider's fee and expenses as set forth herein, Boston College shall have no liability to anyone for any costs or expenses that Service Provider may incur.
- 14) Transition: Upon the termination of this Agreement for any reason, or at any time during the term of this Agreement later than three (3) months from the Effective Date, Service Provider, upon BC's request, shall: (i) deliver to BC and install upon BC's hardware, or the hardware of BC's designated representative, the source code, object code, documentation and any other software or materials related to the Work Product; (ii) take all other steps necessary to promptly transfer all ongoing rights and obligations under any third party agreements relating to the Project (including without limitation, software license and maintenance agreements) to BC; and (iii) perform up to five (5) hours of transition assistance over a period not to exceed thirty (30) days from BC's exercise of the option at no extra cost to BC.
- 15) Trademark Usage: Service Provider shall not use any Boston College content or Boston College trademarks, trade names, service marks, logos or other identifiers owned, controlled, or licensed by Boston College or by any affiliate of

Boston College (“College Marks”) in any manner other than as expressly provided for in the Agreement, without Boston College’s prior written approval.

- 16) Warranty of Service: Service Provider warrants that it will use commercially reasonable efforts to ensure the Work Product will substantially conform to the required purpose for a period of three hundred sixty five (365) days immediately following the Period of Services (provided Boston College makes no changes to the Work Product, the server, the hardware, or any technology related to any of them).
- 17) Conformance to Laws, Regulations, and Policies: The Service Provider shall observe and abide by all applicable laws, regulations, and policies pertaining to the services performed under this Agreement.
- 18) Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts (excluding its conflict of laws rules). All disputes shall be resolved in the applicable state or federal courts of Massachusetts. The parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.
- 19) Equal Employment Opportunity: BC is an affirmative action employer and complies with all laws relating to Equal Employment Opportunity and Civil Rights, including Executive Order 11246, as amended; section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended. **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** This purchase order/contract is issued upon the condition that the Vendor complies with all of the aforementioned laws and regulations.
- 20) Section 508/504 of the Rehabilitation Act Compliance: Boston College requires that technology created under any federal or state grant be Section 508 compliant. Boston College also requires that non-federal or state grants be Section 504 compliant. Compliance requires that all systems and equipment provide be accessible for those with disabilities. The guidelines for 508/504 compliance can be found at <http://www.section508.gov>. “Supplier will develop the Work Product in such a manner so as it to be accessible to individuals with visual impairments and, where appropriate hearing impairments, meaning that the deliverables shall enable individuals with visual or hearing impairments to have the same access to information, the ability to engage in the same interactions, and the ability to enjoy the same access to the deliverables as are provided to non-disabled individuals, with substantially equivalent ease of use.”
- 21) Debarment and Suspension: If this Agreement is executed for services to be performed under Federal sponsorship, the Service Provider certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 22) Indemnification and Hold Harmless: To the fullest extent permitted by law, the Vendor shall protect, defend, indemnify and hold harmless BC, and any person or entity associated with BC from and against all claims, demands, causes of action, suits, other litigation, loss and costs (including attorney’s fees and expenses) of every kind and character for (i) injury to, illness or death of any person, (ii) all damage to, loss or destruction of property, and (iii) economic loss, which is incident to, arising out of, within the scope of, or in connection with performance of the Work, regardless of how, when or where such injury, illness, death, damage, loss, destruction or economic loss occurs, including the concurrent negligence or fault of BC or its agents or employees. The Vendor specifically intends that the foregoing obligation to protect, defend, indemnify and hold BC and it’s agents or employees harmless shall cover, but not be limited to, and shall apply even in the event of (i) negligence, whether comparative, contributory or concurrent, of BC or its agents or employees; (ii) any obligation of the Contractor arising from contractual liability for indemnity or liability without fault; and (iii) the sole comparative, contributory liability for indemnity or liability without fault of any third person. This obligation shall be in addition to the warranty obligations of Vendor.

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- 23) **Insurance:** Service Provider shall provide statutory servicer's compensation insurance and general comprehensive and contractual liability insurance in sufficient amounts as listed on Boston College's [Risk Management website](#) and included in **Attachment B**. Certificates of Insurance shall be furnished to Boston College Risk Management at the following address:
- Trustees of Boston College
Attn: Risk Management
St. Clements Hall, Room 002
140 Commonwealth Avenue
Chestnut Hill MA 02467
- 24) **Employee Conduct:** Service Provider shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on Boston College's premises, all employees, agents and independent contractors of Service Provider shall comply with all applicable Boston College policies and procedures. In addition, Boston College shall retain the right to require the Service Provider at any time to remove from College property any employee, agent, or representative of the Service Provider whose conduct, appearance, or performance is reasonably deemed by the College to be unacceptable.
- 25) **Privacy and Confidentiality:** Boston College requires that all service providers/vendors/consultants doing business with Boston College review and sign the Privacy and Security Addendum, attached herein as **Attachment A**. Service Provider agrees to maintain all information provided by BC or acquired by Consultant in the course of performing the Services in strict confidence and to use such information solely for the purpose of performing the Services. Upon the completion of the Services, Consultant will destroy any tangible or electronic forms of BC information or, at BC's request, return any materials including the information to BC.
- 26) **Modification:** Any modification or amendment of the terms and conditions of this Agreement shall not be valid unless established in writing and signed by authorized representatives of the parties.
- 27) **Severability:** Should any portion of this Agreement be found illegal or otherwise unenforceable, that portion shall be severed from the contract and the rest of the Agreement shall be enforceable as written.
- 28) **Assignment:** This Agreement may not be sold, assigned, or transferred in whole or in part by VENDOR, nor may VENDOR sublet or subcontract any item of service or responsibility covered by this Agreement, without the express written consent of BC.
- 29) **Waiver:** Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance or to claim a breach with respect thereto.
- 30) **Electronic Form:** This Agreement may be executed in one or more counterparts, including by facsimile or other electronic means, each of which shall be considered an original, but all of which together shall constitute one and the same agreement. Any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) will be considered an original.
- 31) **Parking on Campus:** If parking on campus will be a requirement of the agreement, Service Provider shall adhere to Boston College parking policies. Information regarding Service Provider/vendor/consultant parking can be found on the Boston College Transportation [website](#).

32) Attachments: The attachments hereto, and made part of the entire Agreement, include:

- a. Attachment A - Boston College Privacy and Security Agreement
- b. Attachment B - Insurance Requirements
- c. Attachment C - Scope of Services
- d. Attachment D - Payment Schedule
- e. Attachment E - Team Member Listing

Boston College Project Manager Approval:

I certify that I have reviewed the contract requirements and received Boston College approval that this contractor qualifies as an independent contractor and that there is no technology shared or privacy or confidentiality being used in under this agreement.

Authorized handwritten signature required

Date _____

For Trustees of Boston College

By: _____
Authorized handwritten signature required

Name: _____

Title: _____

Date: _____
(BCPO09ed.8/16)

For Service Provider: _____

By: _____
Authorized handwritten signature required

Name: _____

Title: _____

Date: _____

Attachment A Boston College Privacy and Security Addendum

This Addendum by and between Trustees of Boston College (“BC”) and _____ (“Service Provider”), amends the agreement between the parties dated _____ (the “Agreement”), under which the Service Provider is providing BC and/or its employees or students with certain services (the “Services”).

Under the Agreement, Service Provider may access, receive, transmit or maintain non-public data from or on behalf of BC or its students, employees, or agents. Any such data that Service Provider accesses, receives, transmits or maintains (collectively, “BC Data”) shall be treated as confidential and protected as provided in this Agreement. The term “BC Data” specifically includes, without limitation, all data provided by BC that is not available to the public.

The parties agree as follows:

1. Confidentiality and Use. Service Provider agrees (i) to maintain the confidentiality of all BC Data and to safeguard BC Data from unauthorized access; (ii) to use the BC Data solely for the purpose of performing the Services; (iii) to limit disclosure of and access to the information solely to Service Provider employees who need to access the information to perform the Services; (iv) to inform these employees of their obligation under this Addendum to maintain the confidentiality of BC Data; and (v) to not disclose any BC Data to a third party, except as strictly necessary to perform the Services under the Agreement or otherwise required by law, but only after reasonable prior notice to BC. Other than as required to perform the Services or its obligations under the Agreement, Service Provider shall not contact any individual associated with BC directly through email or other means, nor shall Service Provider cooperate in any way to permit any third party make such contact. Within 60 days of termination of the Agreement, Service Provider shall destroy the BC Data or, if BC requests within this 60 day period, return the BC Data to BC.

2. Security. Service Provider shall utilize all appropriate administrative, physical and technical security measures to ensure the confidentiality, integrity, and security of BC Data, including, without limitation, industry-accepted fire walls, encryption, current security patches, virus protection measures and access controls. Service Provider shall abide by any security measures reasonably requested from time to time by BC Information Technology Services. BC reserves the right to modify any BC information resource, including any software, hardware, or network configuration, in order to protect BC Data against any security vulnerabilities.

3. FERPA. Service Provider acknowledges that BC, as an educational institution, is subject to legal obligations with respect to the privacy of student information. Service Provider acknowledges that the BC Data may include personally identifiable student education records (“Education Records”), as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act (“FERPA”). To the extent that BC Data includes Education Records, Service Provider acknowledges and agrees that (i) Service Provider shall be deemed to be a “University Official” under BC’s Student Education Records Policy and must abide by the terms and conditions of this Policy and FERPA with respect to Service Provider’s use and handling of Education Records; (ii) Service Provider shall be under BC’s direct control with respect to use and maintenance the handling of Education Records; and (iii) without limiting any other provision of this Addendum, Service Provider may not disclose the information to any third party without the prior written consent of the student as required by FERPA. Service Provider shall also take any action reasonably requested by BC to adhere to its obligations under FERPA or otherwise protect the privacy and confidentiality of Education Records.

4. Massachusetts Data Security Law. If BC Data includes “personal information,” as such term is defined in the Massachusetts Security Breach statute (MGL c. 93H), Service Provider shall comply with the such law and the regulations promulgated thereunder (201 CMR 17; “Standards for the Protection of Personal Information of Residents of the Commonwealth”), provided, however, that prior to making any notification to any third party under the statute, Service Provider shall consult with BC and cooperate with BC to determine whether a notification is required and who, as between Service Provider and BC, is required to make the notification.

5. Gramm-Leach-Bliley. Without limiting any other provision of this Security Addendum, to the extent that any BC Data includes customer data as such term is defined under the Gramm-Leach-Bliley Act (“GLB”) and the regulations promulgated thereunder, Service Provider shall implement and maintain appropriate safeguards to protect this data as required under GLB and the regulations.

6. Credit Card Standards. Service Provider shall adhere to all applicable credit card industry requirements, including, without limitation, the Payment Card Industry Data Security Standard (PCI DSS). Service Provider is solely responsible for the security of cardholder data in Service Provider's possession.

7. Red Flags Rule. To the extent that Service Provider has been engaged to provide services with respect to individual financial accounts that are "covered accounts" as defined under 16 C.F.R. § 681.2 (the "Red Flags Rule"), Service Provider shall comply with the Red Flags Rule with respect to those covered accounts. Without limiting the foregoing, Service Provider shall maintain reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft and to detect Red Flags (as such term is defined in the Red Flags Rule) that may arise in the course of providing the Services. Service Provider shall promptly report any Red Flags to BC and shall take reasonable steps to prevent or mitigate identity theft, including any reasonable steps requested by BC.

8. Breaches. If any Service Provider has any reason to believe that a breach of this Agreement has occurred or that the security, confidentiality or integrity of any BC Data could have been compromised or subject to unauthorized access, Service Provider shall (a) immediately notify BC; (b) in cooperation with BC, take prompt action to thoroughly investigate the incident or potential incident and mitigate any harm flowing from the incident in conjunction with BC; (c) in cooperation and consultation with BC, make any required notifications to third parties at Service Provider's expense; and (d) take prompt action to prevent any similar incidents from occurring, including, without limitation, the installation of appropriate patches or software within 24 hours of Service Provider's discovery of the incident. In the event of material breach of this Addendum by Service Provider or a security breach for which Service Provider is responsible, BC shall have the right to terminate the Agreement without penalty upon written notice to Service Provider. In the event of either breach, Service Provider shall cooperate with BC in responding to the breach and shall reimburse BC for any out-of-pocket expenses BC incurs in its response, including, without limitation, expenses incurred in notifying individuals affected by the breach and/or costs incurred in procuring or providing alternative services.

9. Compliance with Laws. Service Provider shall comply with all applicable laws, regulations and rules in connection with its access to or handling of BC Data, including, without limitation, those that are specifically described in this Addendum (collectively, "Applicable Laws"). Service Provider shall indemnify and hold BC, and its trustees, employees, and agents, harmless from any claims, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of any failure by Service Provider to be in compliance with Applicable Laws.

10. General. This Addendum shall be effective as of the effective date of the Agreement and shall remain effective so long as the Agreement remains in effect, including during any extensions or renewals of the Agreement. BC or its agents shall have the right, upon reasonable prior notice, to review Service Provider's compliance with this Addendum and its security measures, including the right to have an independent third party conduct a data security audit. Nothing in this Addendum shall limit any of BC's rights or remedies under the Agreement or at law. The terms and conditions of this Addendum shall supersede any conflicting or inconsistent terms and provisions in the Agreement, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Without limiting the foregoing, any limitation or exclusion of damages provisions shall not be applicable to this Addendum.

ed. 11-09

Trustees of Boston College

Service Provider: _____

By: _____

By: _____

Authorized handwritten signature required

Authorized handwritten signature required

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment B - VENDOR, ET AL INSURANCE REQUIREMENTS

In order to protect the interests of the University, the Trustees of Boston College, certain minimum insurance limits should be required of, and provided by, all Lessees, Contractors, Vendors, and other persons or organizations who use or provide service to the University. **Note, Vendor/Contractor requirements may vary depending on contract and services performed and the Vendor/Contractor should look to the contract for actual requirements. These guidelines are for the majority of contracts but are by no means exhaustive or complete for all projects.**

These minimum requirements are used to safeguard the institution and to protect the financial interests of the University should a loss occur on Boston College grounds through no fault of the school but caused by a Contractor, Vendor or other entity using the schools facilities.

The purpose of this is to obtain assurance that the supplier, vendor or other party will have the financial capacity (insurance funds) to back up the promise and/or commitments made in the Hold Harmless and Indemnification Agreements.

As such, all vendors, contractors and other parties using the University's facilities shall, at their own expense, procure and maintain current policies of insurance that protect its own interests and the interests of the Trustees of Boston College, its Officers, Directors and Employees, et al against all liabilities, losses, damages, claims, settlements and expenses (including court costs and attorney fees) arising out of or resulting from their actions.

The following are minimum standards that must be provided:

- **Workers' Compensation and Employers Liability Insurance (WC & EL)** for its own employees that meet statutory limits; Employers Liability Insurance to cover bodily injury claims up to \$1,000,000 per person, per claim. **Further, policies must provide a Waiver of Subrogation in favor of Trustees of Boston College, et al.**
- **Comprehensive General Liability Insurance** for personal/ bodily injury (including death) and property damage claims up to **\$1,000,000 per occurrence/\$2,000,000 aggregate.**
- **Comprehensive Automobile Liability Insurance** (including coverage for all owned, non-owned, and hired vehicles) with a combined single limit of **\$1,000,000 per accident.**
- **Umbrella Excess Liability Insurance** to cover all liability risks (Except Workers' Compensation), including defense costs, in the amount of **\$5,000,000 that must follow form of underlying Employers, General and Automobile Liability Insurance policies.**

If Applicable:

- **Sexual Abuse/Molestation Coverage** to provide coverage for allegations of "wrongful acts" or negligence should an injury occur as a result of sexual abuse, including claims alleging wrongful acts with respect to: negligent employment, retention, supervision, investigation, reporting and failing to protect someone from sexual abuse in the amount of **\$1MM**. This coverage can be included in General Liability policy but must state so on certificate.
- **Professional Liability/Errors & Omissions Liability Insurance** for professional exposures not covered by a General Liability Policy in an amount of **\$1,000,000**.
- **Cyber Liability Insurance** for exposures due to Data Breach, phishing, intrusion, etc. in the amount of **\$1,000,000**.

Vendor, Contractor and any other Subcontractor and/or Vendor or other Organization shall confirm "**the insurance identified above is to be primary and non-contributory to any other insurance**" and include "**Trustees of Boston College, their Officers, Directors and Employees**" as additional insureds on these policies and shall furnish Boston College with current Certificates of Insurance that provide for thirty (30) days' prior written notice to Boston College in case of cancellation of or material change in the policy limits or coverage stated. Certificate and notices shall be sent to:

**Trustees of Boston College
Attn: Risk Management
St. Clements Hall, Room 002
140 Commonwealth Avenue
Chestnut Hill MA 02467**

Further, **all contracts should also include an indemnification such as:**

"To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the Trustees of Boston College, Trustees, Directors, Officers, Employees and Agents from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work/Service performed by the Vendor (including sub-contractors) or anyone directly or indirectly employed by them or anyone whose acts for whom they may be liable; provided however, vendor shall have no obligation to indemnify, defend or hold harmless any of the aforesaid parties to the extent that any claims, damages, losses and expenses arise out of or result from the negligence or misconduct of said parties."

NONDISCLOSURE AGREEMENT

This agreement ("Agreement") is made as of _____ ("Effective Date " mm/dd/yy) by and between Trustees of Boston College ("BC") and _____ ("COMPANY"), having a place of business at _____ (Street, City, State ZIP). COMPANY may receive confidential or proprietary information from BC in connection with COMPANY's review of BC and its Services (the "Review"). Such information may include but is not limited to: Boston College Financial Data for Spend Analysis Review.

The parties agree as follows:

1. The term "Confidential Information" means any information that is marked as confidential or proprietary, or, if disclosed orally or electronically, is identified as confidential at the time, verbally or in associated material, or any information provided that is not in the public domain. For any items where COMPANY seeks to share information with others, COMPANY must inform BC of the intent to share, and obtain from BC written approval to share the information. All other information will be deemed confidential. Any information provided confidentially by BC to COMPANY will be held in accordance with the terms and conditions of the Boston College Privacy and Security Addendum, herein provided as reference.
2. COMPANY shall use the Confidential Information only for the purpose of (i) performing the Review and (ii) such other purposes, if any, as BC may expressly permit in writing. COMPANY shall not copy any Confidential Information except as necessary for a permitted use, and shall ensure that all such copies are marked in writing as proprietary or confidential information of BC.
3. COMPANY shall not disclose any Confidential Information to any third party without BC's prior written consent (any such third party as to which BC thus consents being referred to as a "Permitted Third Party"). COMPANY shall disclose Confidential Information only to its employees and Permitted Third Parties who, in each case, need such Confidential Information to carry out a permitted use on behalf of BC and who are informed of the obligation to maintain the confidentiality of the Confidential Information. COMPANY shall take measures reasonably necessary to avoid unauthorized disclosure and protect against unauthorized use of the Confidential Information.
4. This Agreement imposes no obligation upon COMPANY with respect to any Confidential Information that COMPANY can establish by legally sufficient evidence: (a) was, prior to receipt from BC, in the possession of or rightfully known by COMPANY, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of an obligation of confidentiality owed to BC; (c) is obtained by COMPANY in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by COMPANY without use of or reference to any Confidential Information. COMPANY may disclose Confidential Information in accordance with a valid judicial or other governmental order, provided that BC shall have given COMPANY reasonable notice and opportunity to object prior to such disclosure, shall seek confidential treatment of the information disclosed, and shall comply with any applicable protective order or equivalent.
5. COMPANY shall not have any right, title or interest in the Confidential Information except the limited right to use the Confidential Information in accordance with this Agreement. Upon the request of BC, COMPANY shall deliver to BC or (at BC's direction) shall destroy all documents, disks, copies and other materials containing, representing or derived from the Confidential Information (or any part thereof), including erasing or destroying all such information stored or running in computer memory or in any other data storage device.
6. This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings and agreements concerning its subject matter. All proposed modifications to this Agreement shall be in writing and signed by both parties. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without respect to its conflicts of laws principles.

ACCEPTED BY:

Authorized Signature

Printed Name and Title Date

ACCEPTED BY:

TRUSTEES OF BOSTON COLLEGE

Authorized Signature

Printed Name and Title Date

**ATTACHMENT C
SCOPE OF SERVICES**

Specific deliverables under this agreement will include, but are not limited to:

Scope Approval:

Boston College Project Manager Approval:

Authorized handwritten signature required

Date: _____

For Trustees of Boston College

By: _____
Authorized handwritten signature required

Name: _____

Title: _____

Date: _____

Boston College Information Technology Approval:

(required if technology, security or ecommerce are impacted)
Authorized handwritten signature required

Date: _____

For _____

By: _____
Authorized handwritten signature required

Name: _____

Title: _____

Date: _____

ATTACHMENT D – PAYMENT SCHEDULE

ATTACHMENT E _ TEAM MEMBERS and Associated Resumes