

**Confidential Disclosure Agreement**  
**By and Between**  
**Virtual College of Texas *Provider College***  
**And**  
**Austin Community College**

This Agreement is entered into by and between **Austin Community College** (hereinafter "ACC") and Temple College (hereinafter "VCT Provider").

ACC is willing to receive Instructor Credentials, scanned and saved as .TIF files (hereinafter Instructor Credentials Files) from VCT Provider for the purpose of storing them in an electronic document system that offers online access to them. It is understood that the Instructor Credential Files are confidential information and will be treated with strict confidentiality.

The credential files stored in the Electronic Document System may be accessed and used by VCT Provider and by colleges participating in the Virtual College of Texas as Hosts (hereinafter "VCT Hosts").

The VCT Provider and ACC agree as follows:

1. **Disclosure** VCT Provider agrees to transmit Instructor Credentials Files to ACC, and ACC agrees to receive them.

2. **Confidentiality.**

2.1 **No Use.** ACC agrees not to use the instructor credentials files in any way, or to test any product embodying the files except for the purpose set forth above.

2.2 **No Disclosure.** ACC agrees to use its best efforts to prevent and protect Instructor Credentials Files, or any part thereof, from disclosure to any person other than:

(a) ACC's employees having a need for disclosure in connection with ACC's importing the Confidential Information into the Electronic Document System and maintaining the files in the Electronic Document System, and

(b) VCT Hosts accessing Instructor Credentials for the purpose of reviewing the credentials of instructors teaching courses in which the VCT Host has enrolled or may enroll students, and

(c) VCT staff who may need to access Instructor Credentials files as required by the conduct of their VCT duties.

2.3 **Protection of Disclosure.** ACC agrees to take all steps reasonably necessary to protect the disclosure of Instructor Credentials Files and to prevent the Files from falling into the possession of unauthorized persons. At the discretion of the Provider, ACC will redact (blackout) on Instructor Credentials Files instructor social security numbers and birth dates.

**3. Limits on Confidential Information.** Instructor Credentials Files shall not be deemed proprietary, and ACC shall have no obligation with respect to such information where the information:

(a) was known to ACC prior to receiving any of the Confidential Information from VCT Provider;

(b) has become publicly known through no wrongful act of ACC;

(c) was received by ACC without breach of this Agreement from a third party without restriction as to the use and disclosure of the information or;

(d) was ordered to be publicly released by the requirement of a government agency.

**4. Ownership of Confidential Information.** ACC agrees that Instructor Credentials Files shall remain the property of VCT Provider, and that VCT Provider may use the Electronic Document System to access for use in the exercise of VCT Provider duties related to the Virtual College of Texas without obligation to ACC. Nothing contained herein shall be construed as granting or implying any transfer of rights to ACC of the Instructor Credentials Files.

**5. Term and Termination.** The confidentiality obligations of this Agreement shall be continuing until the Confidential Information disclosed to ACC is no longer confidential. Transmission of Instructor Credentials Files to ACC shall be continuing until the Agreement is revoked by a thirty (30) day written notice by either party to the Agreement or until the Texas Association of Community Colleges and ACC revoke or do not renew the Memorandum of Understanding regarding use of ACC's Electronic Document System by VCT Host and Provider.

**6. Breach of Confidentiality.** ACC shall notify VCT Provider in writing of any confidentiality breach in which Instructor Credentials Files or Confidential Information falls into the possession of unauthorized persons within 24 hours after ACC learns of such breach.

**7. Survival of Rights and Obligations.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) VCT Provider, its successors, and assigns; and (b) ACC, its successors and assigns.

This agreement is effective as of the date first written below.

RECIPIENT (Austin Community College)

VCT PROVIDER (Temple College)

Signed: \_\_\_\_\_

Signed:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Dr. Marc A. Nigliazzo

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: August 31, 2005

**Confidential Disclosure Agreement**  
**By and Between**  
**Temple College**  
**Virtual College of Texas *Host* College**  
**And**  
**Austin Community College**

This Agreement is entered into by and between **Austin Community College** (hereinafter “ACC”) and Temple College (hereinafter “VCT Host”).

ACC is willing to provide VCT Host access to an electronic document storage and retrieval system (hereinafter “Electronic Document System”) for review of Instructor Credential Files of Virtual College of Texas Provider Colleges (“hereinafter VCT Providers”), pursuant to the terms of this Agreement.

In consideration for the mutual undertakings of ACC and VCT Host under this Agreement, the parties agree as follows:

**1. Confidentiality.**

1.1 **No Use.** VCT Host agrees not to use Instructor Credentials Files in any way, or to test any product embodying Confidential Information, except for the purpose set forth above.

1.2 **No Disclosure.** VCT Host agrees to use its best efforts to prevent and protect the Instructor Credentials Files, or any part thereof, from disclosure to any person other than VCT Host officials having a need for disclosure in connection with VCT Host’s duties related to the Virtual College of Texas.

1.3 **Protection of Disclosure.** VCT Host agrees to take all steps reasonably necessary to protect the disclosure of Instructor Credentials Files, and to prevent the Confidential Information from falling into the possession of unauthorized persons.

**2. Limits on Confidential Information.** Confidential Information shall not be deemed proprietary and VCT Host shall have no obligation with respect to such information where the information:

(a) was known to VCT Host prior to reviewing any of the VCT Provider institutions’ instructor Credential Files stored in the ACC Electronic Document System;

(b) has become publicly known through no wrongful act of VCT Host;

(c) was received by VCT Host without breach of this Agreement from a third party without restriction as to the use and disclosure of the information or;

(d) was ordered to be publicly released by the requirement of a government agency.

**3. Ownership of Confidential Information.** VCT Host agrees that all Confidential Information shall remain the property of VCT Providers. VCT Host may use the Electronic Document System to

access such Confidential Information in the exercise of VCT Host duties related to the Virtual College of Texas without obligation to ACC. Nothing contained herein shall be construed as granting or implying any transfer of rights to VCT Host of the Instructor Credentials Files.

**4. Conditions of Access to Confidential Information by VCT Host.** VCT Host agrees to:

(a) designate by CEO appointment one individual at the VCT Host institution to have access to VCT Provider Instructor Credential Files stored in ACC's Electronic Document System, for the exclusive purpose of reviewing Instructor Credentials Files of VCT Provider institutions' instructors who teach courses in which VCT Host students are enrolled or may become enrolled.

(b) disclose Instructor Credentials Files only in the performance of his/her duties where required or permitted by the conduct of his/her official duties or by law, and only to persons who have the right to receive that information. When disclosing information about Instructor Credentials Files, the individual will use or disclose only the minimum information necessary.

(c) inform designated individuals not to share Login User ID or passwords with anyone else. If the security of the Login User ID or password is compromised, Login User will be instructed to notify the Virtual College of Texas Office and request a new Login User ID and password.

(d) use the Instructor Credentials Files online only. Files will not be printed.

**5. Term and Termination.** The confidentiality obligations of this Agreement shall be continuing until the Confidential Information disclosed to the VCT Host is no longer confidential. Access to Confidential Information shall be continuing until the Agreement is revoked by a thirty (30) day written notice by either party to the Agreement or until the Texas Association of Community Colleges and ACC revoke or do not renew the Memorandum of Understanding regarding the use of ACC's Electronic Document System by VCT Host and Provider Colleges.

**6. Breach of Confidentiality.** VCT Host shall notify ACC in writing of any confidentiality breach in which Instructor Credentials Files or Confidential Information falls into the possession of unauthorized persons within 24 hours after VCT Host learns of such breach.

**7. Survival of Rights and Obligations.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) VCT Host, its successors, and assigns; and (b) ACC, its successors and assigns.

This agreement is effective as of the date first written below.

RECIPIENT (Austin Community College)

VCT HOST (Temple College)

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed:  \_\_\_\_\_

Print Name: Dr. Marc A. Nigliazzo

Title: President

Date: August 31, 2005