

Business and Finance Division

SAINT LOUIS UNIVERSITY

**ADDENDUM TO:
SAINT LOUIS UNIVERSITY
STANDARD SERVICES AGREEMENT**

This Addendum, when attached to the Saint Louis University Standard Services Agreement, shall incorporate into the Standard Services Agreement, the additional terms and conditions as indicated below. In order for any additional term or condition below to apply, all parties to the Standard Services Agreement shall have initialed below where appropriate.

Standard Services Agreement Date: _____.
Parties: Saint Louis University and _____.

_____ **Confidentiality.** Both parties and any other person signing on behalf of both parties, including their agents, employees, and servants, hereby agree not to directly or indirectly, disclose to any third party the terms of this Agreement, except as may be required by law. Notwithstanding the foregoing, the terms of this Agreement may be disclosed by either party, upon notice to the other, of a purchaser or bona fide potential purchaser of either party.

_____ **Confidential Information.** Provider acknowledges that, due to the scope of work and nature of services required under this Agreement, Provider, its employees, agents and/or representatives will/may have access to or receive confidential information of the University that may include, but is not limited to, non-public personally identifiable information and/or any other non-public information related to University students, faculty and staff, regardless of whether or not such information is marked by the University as confidential (the "Confidential Information"). Provider hereby represents and warrants to the University, that all Confidential Information accessed or received as a result of this Agreement shall not be used or disclosed to any third party without the University's express written consent, other than as necessary for the performance of the Provider's duties hereunder, except as required by law. Provider shall, when using Confidential Information, or when requesting Confidential Information from any individual or entity associated with the University, limit the use of or access to such Confidential Information to the minimum level necessary to accomplish the intended purpose of the use, or request. Provider shall implement appropriate safeguards to prevent the unauthorized use or disclosure of such Confidential Information and shall provide the University with information concerning such safeguards as the University may reasonably request. Provider shall timely report to the University any use or disclosure of Confidential Information of which it becomes aware, that is used or disclosed other than as authorized herein. Provider shall ensure that its employees, representatives, agents and subcontractors (when the use of such subcontractor has been approved in writing by the University and prior to any use of or access to Confidential Information), who have access to or receive Confidential Information will comply with the same restrictions and conditions as apply to Provider with respect to such Confidential Information as set forth herein. Provider represents and warrants that upon expiration or termination of this Agreement, Provider shall return or destroy all Confidential Information, as directed by the University, that Provider its employees, representatives and agents or subcontractors then maintains in any form and Provider its employees, representatives, agents and subcontractors shall not retain copies of any such Confidential Information. Both parties agree that this section shall survive termination or expiration of this Agreement.

_____ **University's Mission.** Saint Louis University is a Jesuit, Catholic institution, and as such, the Provider, in the conduct of services contracted for this Agreement, shall not take any action or make any speech that is inconsistent with or otherwise contradictory to the mission, beliefs, or ideals of the Catholic Church, the Jesuit Order, or Saint Louis University.

_____ **Copyright.** Copyright to all images, productions, or other work produced by Provider under this Agreement shall be held by the University. Provider shall have no right to publish or otherwise use such work in any manner whatsoever without the express written consent of the University. University approval may be withheld with or without reasonable cause.

_____ **Copyright Indemnification.** Provider shall indemnify, hold harmless and defend, at its expense, any action brought against the University related to Provider's products and services, including, without limitation, those based on a claim that the use of the Provider products infringes any United States patent or United States copyright, and Provider will indemnify the University from any costs, damages and fees finally awarded against the University in such action which are attributable to such claim. The University agrees to notify Provider promptly in writing of any claim to permit Provider to defend, compromise or settle the claim and to provide all available information and assistance regarding such claim. Should any Provider product become or, in the University's opinion, be likely to become the subject of a claim for infringement of a United States patent or United States copyright, Provider shall (i) procure for the University, at no cost to the University, the right to continue to use the Provider product or (ii) replace or modify the Provider product at no cost to the University or to make such non-infringing, provided that the replacement or modified Provider product provides substantially similar function and performance.

_____ **Registered Marks.** Provider acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to the University or its affiliated companies or assigns (collectively "Marks") are proprietary Marks of the University and Provider will not use the Marks for any purpose except as expressly permitted in writing by the University. Upon termination of this Agreement, Provider shall (a) immediately and permanently discontinue the use and display of any of the Marks and make or cause to be made such changes as the University shall reasonably direct; and (b) immediately remove and deliver to the University all goods bearing any Marks.