



# WHITWORTH

## Vendor Data Confidentiality

**[Company Name]** acknowledges that in performance of its contract with Whitworth University, it will come into contact with data or other information that is personal to an individual. **[Company Name]** agrees that it shall not (a) use this data for any purpose other than Whitworth's; (b) retain the data once the contract is completed; or (c) release, sell, loan, rent, lease, exchange or transfer the data to any other entity.

### Liquidated Damages

**[Company Name]** agrees that if it fails to keep personal data confidential that; (a) Whitworth and each individual whose confidentiality was breached will have been damaged; (b) the nature and extent of such damages will be difficult or impossible to ascertain; and (c) in the event of such breach, it will pay to Whitworth as liquidated damages the sum of \$10,000 for each breach, plus all costs (including attorney fees) incurred by Whitworth for collecting such liquidated damages.

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Signature of Representative

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Date Signed

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Printed Name of Representative