

CONFIDENTIALITY DATA AGREEMENT FOR OUTSIDE PRINTERS (SAMPLE)

This Agreement, effective this ____ day of _____, 20____, is made by and between the Trustees of Princeton University, a not-for-profit corporation duly organized under the laws of the State of New Jersey (“Princeton”), and XYZ Printing Company (“XYZ Printers”).

Princeton shall provide XYZ Printers the current mailing addresses of its alumni (“Alumni Data”) for purposes of XYZ Printer’s mailing of Princeton University’s _____ Newsletter (“Newsletter”).

XYZ Printers hereby acknowledges that Alumni Data is private, confidential and proprietary to Princeton. Accordingly, XYZ Printers agrees that it will keep the Alumni Data in confidence and disclose the Alumni Data only to those of its employees who need to know such information in connection with the Newsletter mailing. XYZ Printers shall not copy, reprint, duplicate or recreate Alumni Data for any purpose beyond the scope of the services described in this agreement. All electronic files will be deleted upon completion of the mailing. At no time may XYZ Printers forward any information provided by Princeton.

Upon completion of the mailing, XYZ Printers shall deliver to Princeton any and all documents, records, files and similar registers containing Alumni Data that were provided to XYZ Printers by Princeton.

XYZ Printers hereby assumes all liability for any and all breach of its obligations under this Agreement. XYZ Printers shall indemnify Princeton against any claims, damages, losses and expenses that may arise out of Company’s failure, including its negligence, to perform its obligations under this Agreement or that may arise out of any Third Party’s use of Alumni Data.

XYZ Printers acknowledges that disclosure of any part of the Alumni Data in violation of this Agreement shall give rise to irreparable injury to Princeton, inadequately compensable in monetary damages. Accordingly, Princeton may obtain injunctive relief against any breach or threatened breach of this Agreement, in addition to any other legal remedies that may be available.

PRINCETON UNIVERSITY

XYZ PRINTERS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____