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Regis College

Confidentiality Agreement – Transcriptionist

This Confidentiality Agreement (“Agreement”) is executed by NAME (“Transcriber”) and Regis College, 235 Wellesley St., Weston MA (“Regis”) for the disclosure and exchange of certain data and information, and all copies and analyses derived therefrom, (the “Information”) relating to Transcriptionist services (the “Services”).

Transcriber Agrees as follows:

1. For the purposes of this Agreement the content of all discussions held between Transcriber and Regis shall be included in the definition of “Information.” The term “Information” also includes all information that has been provided to Transcriber, and to all information generated by the Services.
2. Transcriber shall retain in confidence, and cause its directors, officers, employees, agents and consultants (collectively, the “Representatives”) to retain in confidence, all Information disclosed to it by or on behalf of Regis, and shall not, without the prior written consent of Regis, use the Information for any purpose other than the Services. This restriction shall not apply to Information:
   1. which is or becomes public knowledge (though no fault of Transcriber), or
   2. which is made lawfully available to Transcriber by an independent third party, or
   3. which is already in Transcriber’s possession at the time of receipt from Regis (and such prior possession can be properly demonstrated by Transcriber and such prior possession was not through Transcriber’s contact with Regis prior to this RFP process), or
   4. which is independently developed by Transcriber, its Representatives and/or subsidiaries or affiliates of its parent corporation, or
   5. which is required by law, regulation, rule, act, or order of any governmental authority or agency to be disclosed by Transcriber; provided, however, that Transcriber gives Regis sufficient advance written notice to permit it to seek a protective order or other similar order with respect to such Information and thereafter discloses only the minimum Information required to be disclosed in order to comply.
3. Transcriber further agrees to:
   1. Hold in the strictest of confidence any personal identifying information that is inadvertently included on audio-recorded interviews or in any associated documents in performing the Services.
   2. Make no copies of any audio-recordings or computerized files of transcribed data will be made except at the request of an authorized Regis representative.
   3. Store all Information and materials in a secure location while they are in Transcriber’s possession.
4. Transcriber shall limit disclosure of Information received hereunder to only those of its Representatives who are directly concerned with the Services. Transcriber shall advise such Representatives, upon disclosure to them of any Information, of the proprietary nature thereof and shall use all reasonable safeguards to prevent unauthorized disclosure by such Representatives.
5. Transcriber shall promptly return, upon request, all documents, copies thereof and any other material supplied to it by Regis. Transcriber shall further delete all Information-containing documents from Transcriber’s computer, hard drive, flash drive, storage disk, backup device, and/or any form of storage media.
6. Transcriber represents and warrants that it has no obligations or commitments inconsistent with its non-disclosure obligations under this Agreement, nor will it assume any future obligations and commitments that are inconsistent with the specific terms and conditions of the Agreement.
7. Transcriber acknowledges and expressly agrees that any Information disclosed by it in violation of this Agreement would be detrimental to Regis’ business. In accordance with applicable law, any such disclosure in violation of this Agreement shall entitle Regis to seek immediate equitable relief.
8. This Agreement and any disputes related to this Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law principles. The parties agree to the exclusive personal jurisdiction and venue of the state and federal courts in Middlesex County, Massachusetts.

[Remainder of page left intentionally blank]

NAME OF TRANSCRIBER

Name:

Title:

Signature: Date: