

INDIANA UNIVERSITY OF PENNSYLVANIA CONFIDENTIAL INFORMATION ADDENDUM

This Addendum (“Addendum”) amends and is hereby incorporated into the existing agreement known as _____ (“Agreement”), entered into by and between _____ (hereinafter “Contractor”) and INDIANA UNIVERSITY OF PENNSYLVANIA.

INDIANA UNIVERSITY OF PENNSYLVANIA and Contractor mutually agree to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of the Gramm-Leach-Bliley Act (“GLB”) dealing with the confidentiality of customer information and the Safeguards Rule. If any conflict exists between the terms and of the original Agreement and this Addendum, the terms of this Addendum shall govern.

1. Definitions:

a. *Covered Data and Information* includes *Student Financial Information* (defined below) required to be protected under the Gramm-Leach-Bliley Act (GLB), as well as any credit card information received in the course of business by the University, whether or not such credit card information is covered by GLB. Covered data and information includes both paper and electronic records.

b. *Student Financial Information* is that information that the University has obtained from a customer in the process of offering a financial product or service, or such information provided to the University by other another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student’s parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. § 225.28. Examples of student financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories and Social Security numbers, in both paper and electronic format.

2. Acknowledgment of Access to Covered Data and Information: Contractor acknowledges that the Agreement allows the Contractor access to Covered Data and Information. Specifically, access to the following categories of Covered Data and Information is anticipated under the Agreement:

3. Prohibition on Unauthorized Use or Disclosure of Covered Data and Information: Contractor agrees to hold the covered data and information in strict confidence. Contractor shall not use or disclose Covered Data and Information received from or on behalf of INDIANA UNIVERSITY OF PENNSYLVANIA except as permitted or required by the Agreement or the Addendum, as required by law, or as otherwise authorized in writing by INDIANA UNIVERSITY OF PENNSYLVANIA.

4. Safeguard Standard: Contractor agrees that it will protect the Covered Data and Information it receives from or on behalf of INDIANA UNIVERSITY OF PENNSYLVANIA according to commercially acceptable standards and no less rigorously that it protects its own confidential information.

5. Return or Destruction of Covered Data and Information: Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor Shall:
 - a. Return to INDIANA UNIVERSITY OF PENNSYLVANIA or, if not feasible, destroy all Covered Data and Information in whatever form or medium that Contractor received from or created on behalf of INDIANA UNIVERSITY OF PENNSYLVANIA. This provision shall also apply to all Covered Data and Information that is in the possession of subcontractors or agents of Contractor. In such case, Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of Covered Data and Information. Contractor shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this agreement. Within such thirty (30) day period, Contractor shall certify in writing to INDIANA UNIVERSITY OF PENNSYLVANIA that such return or destruction has been completed.

 - b. If Contractor believes that the return or destruction of Covered Data and Information is not feasible, Contractor shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Contractor shall extend the protections of this Addendum to Covered Data and Information received from or created on behalf of INDIANA UNIVERSITY OF PENNSYLVANIA, and limit further uses and disclosures of such Covered Data and Information, for so long as Contractor maintains the Covered Data and Information.

6. Term and Termination:
 - a. This Addendum shall take effect [upon execution].

 - b. In addition to the rights of the parties established by the underlying Agreement, if INDIANA UNIVERSITY OF PENNSYLVANIA reasonably determines in good faith that Contractor has materially breached any of its obligations under this Addendum, INDIANA UNIVERSITY OF PENNSYLVANIA, in its sole discretion, shall have the right to:
 - (i) exercise any of its rights to reports, access and inspection under this Addendum; and/or

 - (ii) require Contractor to submit to a plan of monitoring and reporting, as INDIANA UNIVERSITY OF PENNSYLVANIA may determine necessary to maintain compliance with this Addendum: and/or:

 - (iii) provide Contractor with a fifteen (15) day period to cure the breach; and/or:

 - (iv) terminate the Agreement immediately if Contractor has breached a material term of this Addendum and cure is not possible.

 - c. Before exercising any of these options, INDIANA UNIVERSITY OF PENNSYLVANIA shall provide written notice to Contractor describing the violation and the action it intends to take.

7. Subcontractors and Agents: If Contractor provides any Covered Data and Information which was received from, or created for, INDIANA UNIVERSITY OF PENNSYLVANIA to a subcontractor or agent, then

Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Addendum.

8. Maintenance of the Security of Electronic Information: Contractor shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Covered Data and Information received from, or on behalf of, INDIANA UNIVERSITY OF PENNSYLVANIA.

9. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Contractor shall report to INDIANA UNIVERSITY OF PENNSYLVANIA any use or disclosure of Covered Data and Information not authorized by this Addendum or in writing by INDIANA UNIVERSITY OF PENNSYLVANIA. Contractor shall make the report to INDIANA UNIVERSITY OF PENNSYLVANIA not less than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Covered Data and Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by INDIANA UNIVERSITY OF PENNSYLVANIA.

10. Indemnity: Contractor shall defend and hold INDIANA UNIVERSITY OF PENNSYLVANIA harmless from all claims, liabilities, damages, or judgments involving a third party, including INDIANA UNIVERSITY OF PENNSYLVANIA costs and attorney fees, which arise as a result of Contractor's failure to meet any of its obligations under this Addendum.

11. Survival: The respective rights and obligations of Contractor under Section 5 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf.

CONTRACTOR

INDIANA UNIVERSITY OF PENNSYLVANIA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____