

Grand Valley State University Security Addendum

Whereas, _____ (Vendor) and Grand Valley State University (Customer) executed a Services Agreement on ___/___/___, and

Whereas, both parties desire to amend the services agreement in order to provide additional security measures regarding contractual language and,

Whereas both parties agree that wherever there is any conflict between this Addendum and the Services Agreement, the provisions of the Addendum will control and the Services Agreement will be construed accordingly, and notwithstanding any terms in the Services Agreement to the contrary,

Now, therefore, both parties agree to amend the agreement as follows:

Confidentiality of Customer Data

Customer Data means all information provided by Customer and distributed to Vendor for services agreed upon. The data shall not be used for any other purpose except for agreed upon services. The data may not be released to any other third party vendor without the consent of Customer. The content of Customer data may not be displayed or divulged to any other person except as it is related to the completion of agreed upon services.

Family Educational Rights and Privacy Act (FERPA)

The Receiving party agrees to comply with all applicable laws and regulations especially those related to protecting student privacy including those set forth in the Family Educational Rights and Privacy Act.

Security of Customer Data

1. Vendor must provide a documented secure method of transmitting the data electronically and/or physically.
2. Vendor must remove/destroy data after completion of services and payment received unless otherwise approved by the Customer. Timeframe to be determined by Customer depending on current agreements and/or service request.
3. Vendor will use industry standard security measures, such as firewalls and standard encryption protocols to protect Customer Data.
4. Vendor hardware and software will be held in a secure environment. Servers will be password protected and the server room will be locked and accessed by authorized company employees only.
5. Vendor will notify Customer of a security breach that impacts Customer Data within 24 hours and will provide regular status updates until the breach is resolved. Within 72 hours of final resolution of the breach, Vendor will provide Customer with a final incident report.
6. Vendor shall reimburse Customer for Customer expenses incurred during a security breach if the vendor is found negligent in the breach.
7. Vendor shall not engage a third party service provider to assist Vendor without permission of Customer.
8. Vendor will provide Customer with a SSAE 16 SOC 2 report and/or security document outlining their security protocols.
9. Vendor will comply with the European Union General Data Protection Regulation (EU GDPR) if it is determined that the data shared with vendor meets the criteria of the EU GDPR.

Vendor shall procure and maintain, at their own expense, for the duration of the contract, the following insurance coverages, terms and conditions:

A) Commercial General Liability including products and completed operations, property damage, bodily injury and person & advertising injury with limits not less than \$2,000,000 each occurrence and \$3,000,000 aggregate. Vendor's insurance will name Grand Valley State University as Additional Insured, and a Waiver of Subrogation will apply to the extent permitted by law.

B) Network/ Security Liability insurance with not less than \$2,000,000 per occurrence and \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, coverage for breach response costs, as well as regulatory fines and penalties, as well as credit monitoring expenses, with limits sufficient to respond to these obligations.

C) Where applicable, Workers Compensation at Statutory limits and Employers Liability with limits not less than \$500,000 each incident and each disease.

D) Where applicable, Auto Liability covering all owned, hired, and non-owned vehicles with limits not less than \$1,000,000 combined single limit.

Both parties hereby indicate their acceptance of this Addendum by their signatures below.

Vendor

Grand Valley State University

(Signature)

(Signature)

(Printed name)

(Printed name)

(Title)

(Title)

(Date)

(Date)