FERPA and PRIVACY PROVISIONS

UA Vendor agrees to abide by relevant privacy laws, including but not limited to the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (FERPA), 34 CFR §99.33 (a)(2), and agrees to comply with the terms set forth below. 34 CFR 99.33(a)(2) states that the officers, employees and agents of a party that receives education record information from the University may use the information, but only for the purposes for which the disclosure was made.

Definition:  **Covered data and information (CDI)** includes paper and electronic student education record information supplied by the University, as well as any data provided by University students to UA Vendor.

Acknowledgment of Access to CDI:  UA Vendor acknowledges that the Agreement allows UA Vendor access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI:  UA Vendor agrees to hold CDI in strict confidence. UA Vendor shall not use or disclose CDI received from or on behalf of the University (or its students) except as permitted or required by the agreement or this addendum, as required by law, or as otherwise authorized in writing by the University.  UA Vendor agrees that it will protect the CDI it receives from or on behalf of the University according to commercially acceptable standards and no less rigorously than it protects its own confidential information. UA Vendor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

Return or Destruction of CDI:  Upon termination, cancellation, expiration or other conclusion of the Agreement, UA Vendor shall return all CDI to the University or, if return is not feasible, destroy any and all CDI. If UA Vendor destroys the information, UA Vendor shall provide the University with a certificate confirming the date of destruction of the data.

Remedies:  If the University reasonably determines in good faith that UA Vendor has materially breached any of its obligations under this Agreement or Addendum, the University, in its sole discretion, shall have the right to require UA Vendor to submit to a plan of monitoring and reporting; provide UA Vendor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the University shall provide written notice to UA Vendor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that UA Vendor improperly disclosed personally identifiable information obtained from the University’s education records or CDI, the University may not allow UA Vendor access to its education records or CDI for at least five years.

Maintenance of the Security of Electronic Information:  UA Vendor 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 CDI received from, or on behalf of the University or its students. These measures will be extended by contract to all subcontractors used by UA Vendor.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:  UA Vendor shall, within one day of discovery, report to the University any use or disclosure of CDI not authorized by the Agreement, this Addendum or in writing by the University.  UA Vendor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what UA Vendor has done or shall do to mitigate any deleterious effect of
the unauthorized use or disclosure, and (v) what corrective action UA Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. UA Vendor shall provide such other information, including a written report, as reasonably requested by the University.

**Indemnity:** UA Vendor shall defend and hold the University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of UA Vendor’s failure to meet any of its obligations under the Agreement or this Addendum.