

## **Messiah College Confidential Information Addendum**

**This Addendum** (“Addendum”) amends and is hereby incorporated into the existing Agreement (“Agreement”) dated \_\_\_\_\_, entered into by and between \_\_\_\_\_ and its subcontractors/agents (“Service Provider”) and Messiah College (“College”). This Addendum is effective upon execution by both parties.

College and Service Provider mutually agree to modify the Agreement to incorporate this Addendum to comply with requirements of The Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act, and other relevant Pennsylvania and federal privacy laws, as well as common law principles relative to confidential and proprietary information. If any conflict exists between the terms of the Agreement and this Addendum, the terms of this Addendum shall govern.

### **Definitions**

**Covered data and information** (CDI) includes all student education record information, as well as any personally-identifiable or confidential information (i.e. name, address, telephone number, bank and credit card numbers, income and credit histories, tax return data, other financial information of any description, and social security number) relative to College’s students, alumni, parents, applicants, employees or other persons to whose records Service Provider may gain access. CDI also includes any records or data pertaining to College and its operations which College has designated as confidential or proprietary. CDI includes both paper and electronic records.

**Acknowledgment of Access to CDI.** Service Provider acknowledges that the Agreement may allow the Service Provider access to certain categories of CDI described above.

**Prohibition on Unauthorized Use or Disclosure of CDI.** Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of College except as permitted or required by the Agreement or this Addendum, as required by law, or as otherwise authorized in writing by College.

**Safeguard Standard.** Service Provider agrees that it will protect the CDI it receives from or on behalf of College according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

**Return or Destruction of CDI.** Upon termination, cancellation, expiration, or other conclusion of this Agreement, Service Provider shall:

A. Return to College or, if return is not feasible, destroy all CDI in whatever form or medium that Service Provider received from or created on behalf of College. This provision shall also apply to all CDI that is in the possession of subcontractors or agents of Service Provider. In such case, Service Provider shall retain no copies of such

information, including any compilations derived from and allowing identification of CDI. Service Provider 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, Service Provider shall certify in writing to College that such return or destruction has been completed.

B. If Service Provider believes that the return or destruction of CDI is not feasible, Service Provider 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, Service Provider shall extend the protections of this Addendum to CDI received from or created on behalf of College, and limit further uses and disclosures of such CDI, for so long as Service Provider maintains the CDI.

**Remedies.** If College reasonably determines in good faith that Service Provider has materially breached any of its obligations under this Addendum, College, in its sole discretion, shall have the right to require Service Provider to submit to a plan of monitoring and reporting; provide Service Provider 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, College shall provide written notice to Service Provider describing the violation and the action it intends to take.

**Subcontractors and Agents.** If Service Provider provides any CDI which was received from, or created for, College to a subcontractor or agent, then Service Provider shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Service Provider by this Addendum.

**Maintenance of the Security of Electronic Information.** Service Provider 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. These measures will be extended by contract to all subcontractors used by Service Provider.

**Reporting of Unauthorized Disclosures or Misuse of CDI.** Service Provider shall report to College any use or disclosure of CDI not authorized by this Addendum or in writing by College. Service Provider shall make the report to College not more than one (1) business day after Service Provider learns of such use or disclosure.

**Service Provider'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 Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by College.

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

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

**Messiah College**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_