

Data Protection Addendum

This Data Protection Addendum supplements the University of Missouri Standard Procurement Terms and Conditions found at _____ ("Terms and Conditions"). The Curators of the University of Missouri ("University") requires that their service providers, suppliers, distributors and other business partners and their employees (collectively "Contractor") comply with the requirements in this Data Protection Agreement ("DPA") with respect to any information that University, University employees, representatives, customers, or other business partners make available to Contractor in the context of Contractor's business relationship with University (collectively "University Data, on University's _____ behalf, Personal Information that is necessary to perform the Services under the Underlying Agreement(s); and

1. Definitions

Any capitalized term used but not defined herein shall have the meaning ascribed to it in the applicable Data Protection Laws.

The definitions enumerated below (including all conjugations, forms, and tenses thereof) apply to this DPA:

- a. "Data Breach " means Contractor's negligence or a breach of Contractor's security measures leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information.
- b. "Data Protection Laws" means, as applicable: (a) the Family Educational Rights and Privacy Act (FERPA); (b) the Health Insurance Portability and Accountability Act (HIPAA); (c) the Gramm-Leach-Bliley Act (GLBA); (d) the Payment Card Industry Data Security Standards (PCI-DSS); (e) the Federal Export Administration Regulations, Federal Acquisitions Regulations, Defense Federal Acquisitions Regulations and Department of Education guidance; and (f) any other laws, rules, regulations, self-regulatory guidelines, implementing legislation, or third party terms relating to privacy, security, breach notification, data protection, or confidentiality and applicable to processing of Personal Information.
- c. "Data Subject" means any person, household, or device that becomes subject in any manner to the services performed for University by Contractor.
- d. "Personal Information" (i) means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject that may be (a) disclosed or otherwise made accessible to Contractor by University in anticipation of, in connection with, or incidental to the performance of Services for or on behalf of University; (b) Processed at any time by

- g. Contractor will immediately inform University in writing of any requests with respect to Personal Information received from University's customers, consumers, employees or others. Contractor will cooperate with University as needed by University regarding Data Subject rights, including enabling (i) access to a Data Subject's Personal Information, (ii) delivering information about the categories of sources from which the Personal Information is collected, (iii) delivering information about the category of Processor that Contractor is, or (iii) providing information about the categories or specific pieces of a Data Subject's Personal Information that Contractor Processes on University's behalf, including by providing the requested information in a portable and, to the extent technically feasible, readily useable format that allows a Data Subject to transmit the information to another entity without hindrance.
- h. Upon University's request, Contractor will immediately delete a particular Data Subject's Personal Information from Contractor's records and direct any relevant contractors or agents to delete such Personal Information from their records. Contractor will delete such Personal Information in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization standards. If Contractor is unable to delete the Personal Information for reasons permitted under applicable Data Protection Laws, Contractor will (i) promptly inform University of the reason(s) for Contractor's refusal of the deletion request, (ii) ensure the privacy, confidentiality, and security of such Personal Information, and (iii) delete the Personal Information promptly after the reason for Contractor's refusal has expired.
- i. Contractor may only Process Personal Information for as long as the applicable Underlying Agreement(s), relationship, or arrangement between Contractor and University authorizes it, and only to benefit University (and not Contractor or any of Contractor's other clients or customers). In the event of any conflict with this DPA and any Business Associate Agreement ("BAA") between University and Contractor, the BAA will control.
- j. Where Contractor provides to a third party access to Personal Information, or contract any of Contractor's rights or obligations concerning Personal Information to a third party, Contractor will enter into a written agreement with each such third party that imposes obligations on the third party that are at least equivalent to those imposed on Contractor under this DPA. By written agreement and through technical, organizational, and physical measures, Contractor must (i) limit such third party's access to and Processing of Personal Information to that which is solely necessary to deliver the Services under the Underlying Agreement(s) and (ii) prohibit such third party from selling Personal Information.
- k. Contractor will maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss or alteration or damage, Unauthorized disclosure), pursuant to applicable Data University Data (Contractor will ensure that such

persons with access to

- s. In addition to any other insurance coverage required by another contract/agreement with the University, the Contractor will for the duration of the term of the Underlying Agreement(s), maintain data breach coverage to cover claims arising out of the negligent acts, errors or omissions of Contractor, its subcontractors or anyone directly or indirectly employed by them. The coverage provided shall not be less than \$2,000,000 per occurrence, \$5,000,000 aggregate. Prior to the commencement of work under the Underlying Agreement(s), Contractor shall provide a certificate of insurance evidencing such insurance, shall name the officers, employees, and agents of The Curators of the University of Missouri as Additional Insured with respect to the order to which these insurance requirements pertain. Neither the requirement for Additional Insured status nor any of the Contractor's action in compliance with such requirement, either direct or indirect, is intended to be and neither shall be construed as a waiver of any sovereign immunity, governmental immunity or any other type of immunity enjoyed by University, the Board of Curators of the University of Missouri, or any of its officers, employees or agents. Contractor shall provide for notification to University within at least thirty (30) days prior to expiration or cancellation of such insurance. In the event the Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the Underlying Agreement(s) upon written notice.

3. Compliance with Data Protection Laws

- a. Contractor and University ackno 0.02oaBbn (it)-4 (y-1 (i)7 (s)6.1 ()J0.005 Tc 0.159w -2w ()TjT0 1 Tf-C

