IT Security/FERPA Addendum

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, (hereinafter "University") and _____ (hereinafter "Vendor").

The University desires to obtain from Vendor, and Vendor desires to provide to University, the following product(s)/service(s):

_____

_____

_____

_____

Both parties agree that the products(s)/service(s) to be provided, either in whole or in part, affect University data held electronically and/or University IT infrastructure or services. In order to protect these assets of the University, Vendor agrees to the following:

General Requirements

All information technology (IT) applications and systems used by the University must be developed, implemented and maintained in a secure manner in accordance with either established University policy or, in the absence of a specific University policy, in accordance with industry-standard best practices.

In addition, the University requires compliance with the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Payment Card Industry (PCI) specifications, and all other applicable state, local and federal laws and regulations.

Vendor certifies that it has read and will comply with the University's guidelines for application development (https://www.umsystem.edu/ums/is/infosec/sections-sysapp) and all applicable elements of the University of Missouri Information Security Program (https://www.umsystem.edu/ums/is/infosec).

Vendor agrees to protect the privacy and security of University data at all times and further agrees not to use or disclose such data other than to accomplish the objectives of this agreement.

Vendor agrees to complete a University of Missouri Information Security Requirements Questionnaire, if requested. The completed questionnaire will be evaluated and if approved, will be attached to this agreement.

Vendor represents and warrants that their responses to the attached University of Missouri Information Security Requirements Questionnaire are accurate and that the system and/or application configuration(s) will continue to conform to these answers unless mutually agreed upon by the University and Vendor. Vendor further agrees to work with the University in good faith to maintain compliance with any new and applicable

statutory and/or regulatory requirements imposed upon the University and/or to improve the security of the application(s)/system(s) in accordance with industry best practices.

In accordance with the University's Data Classification System, the University may assess any web page/ application solely for the purpose of determining if any security vulnerabilities exist which could adversely affect the operation, integrity, privacy or security of the University's IT assets. Vendor agrees to remediate any vulnerability identified at its own costs.

Detailed Requirements

Pursuant to the Family Educational Rights and Privacy Act (as amended), and its implementing regulations ("FERPA"), and more particularly those regulations permitting an educational agency or institution to disclose, without the prior consent of a student (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, a student's parent), personally identifiable information from education records to a party to whom the agency or institution has outsourced institutional services or functions, University shall disclose to Vendor such information from education records as may be necessary for Vendor to provide services under this Agreement.

Vendor agrees to comply with all applicable requirements of FERPA and guarantees that all student information provided by the Institution will be used only in conjunction with the product or service being provided, such information will not be used for any other purpose, or be released by Vendor or copied in any manner for any other use and will be promptly returned or destroyed upon termination of this Agreement.

VENDOR

_____
Vendor Name

_____
Vendor Representative's Signature

_____
Date