

## **Data Breach Insurance Addendum**

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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 Technology Standards and Requirements Questionnaire, if requested. The completed questionnaire will be evaluated and if approved, will be included as part this agreement.

Vendor represents and warrants that their responses to the University of Missouri Information Technology Standards and 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

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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 – Insurance and Indemnification**

Vendor agrees to maintain Data Breach coverage to cover claims arising out of the negligent acts, errors or omissions of Vendor, Sub consultant 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. The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain.

The Vendor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Vendor's operations. The Vendor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Vendor or at the option of the University, agrees to pay or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Vendor 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 contract without notice.

Vendor

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Vendor Name

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Vendor Representative Signature

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Date