

**KENT STATE UNIVERSITY
CONFIDENTIAL INFORMATION
ADDENDUM**

This Addendum (“Addendum”) supplements, modifies, and is hereby incorporated into the existing agreement known as _____ (“Agreement”), entered into by and between _____ (hereinafter “Service Provider”) and Kent State University (“KSU” or the “University”) dated _____.

KSU and Service Provider mutually agree to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of the Gramm-Leach-Bliley Act (“GLBA”) dealing with the confidentiality of customer information and its Safeguards Rule. If any conflict exists between the terms of the original Agreement and this Addendum, the terms of this Addendum shall control.

1. Definitions:

- a. *Covered Data and Information* includes *Student Financial Information* (defined below) required to be protected under the GLBA as well as any credit card information received in the course of business by the University, whether or not such credit card information is covered by the GLBA. Covered data and information includes both paper and electronic records.
- b. *Student Financial Information* is that information that KSU has obtained from a customer (including the student or the student’s parent or legal guardian) in the process of offering a financial product or service, or provided to the University by another financial institution. Offering a financial product or service includes processing student loans for students, receiving income tax information from a student’s parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. §225.28. Examples of student financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories, account balances, and Social Security numbers, embodied in both paper and electronic formats.

2. Acknowledgment of Access to Covered Data and Information: Service Provider acknowledges that its performance under the Agreement requires it to access, handle and/or maintain the following categories of Covered Data and Information:

3. Prohibition on Unauthorized Use or Disclosure of Covered Data and Information: Service Provider agrees to hold the Covered Data and Information in strict confidence. Service Provider shall not use or disclose Covered Data and Information received from or on behalf of KSU except as permitted or required by the Agreement or this Addendum, as required by law, or as otherwise authorized in writing by KSU.
4. Safeguard Standard: Service Provider agrees that it will protect the Covered Data and Information it receives from or on behalf of KSU according to commercially acceptable standards and no less rigorously than it protects its own confidential information.
5. Return or Destruction of Covered Data and Information: Upon the termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall:
 - a. Return to the University or, if return is not feasible, destroy all Covered Data and Information in whatever form or medium that it received from KSU or generated based on information received from KSU. This provision shall also apply to all Covered Data and information 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 Covered Data and Information. 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 KSU that such return or destruction has been completed.
 - b. If Service Provider believes that the return or destruction of Covered Data and Information 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 Covered Data and Information received from or created on behalf of KSU indefinitely, and limit further uses and disclosures of such Covered Data and Information, for so long as Service Provider maintains the Covered Data and Information.
6. Term and Termination:
 - a. This Addendum shall take effect upon the date set forth below, and the parties agree that its provisions, as appropriate, shall be retroactive to May 23, 2003.

- b. In addition to the rights of the parties established by the underlying Agreement, if KSU reasonably determines in good faith that Service Provider has materially breached any of its obligations under this Addendum, KSU, in its sole discretion, shall have the right to:
 - (i) exercise any of its rights to reports, access and inspection under the Agreement and/or this Addendum; and/or
 - (ii) require Service Provider to submit to a plan of monitoring and reporting, as KSU may determine necessary to maintain compliance with this Addendum; and/or
 - (iii) provide Service Provider with a fifteen (15) day period to cure the breach; and/or
 - (iv) terminate the Agreement immediately if Service Provider has breached a material term of this Addendum and there is no opportunity to cure such breach.
 - c. Before exercising any of the above options, KSU shall provide written notice to Service Provider describing the violation and the action it intends to take.
7. Subcontractors and Agents: If Service Provider provides any Covered Data and Information which was received from, or created for, KSU 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.
8. 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 Covered Data and Information received from, or on behalf of, KSU.
9. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall report to KSU any use or disclosure of Covered Data and Information not authorized by this Addendum or in writing by KSU. Service Provider shall make the report to KSU not less 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 Covered Data and Information used or disclosed, (iii) to the extent determinable, 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 KSU.

10. Indemnity. Service Provider shall defend and hold KSU harmless from all claims, liabilities, damages, or judgments involving a third party, including KSU's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Addendum.
11. Survival. The respective rights and obligations of Service Provider under Sections 5, 7, 8, 9, and 10 of this Addendum shall survive the expiration or termination of this Agreement.

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

Kent State University:

SERVICE PROVIDER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____