

THE UNIVERSITY OF ALABAMA®

APPENDIX A

FERPA and PRIVACY PROVISIONS

UA Contractor, their subsidiaries, affiliates, assignees, as well as the employees, agents, and representatives of those entities agree to abide by relevant privacy laws, including but not limited to the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (FERPA), 34 CFR § 99.33 (a)(2), and agree to comply with the terms set forth below. 34 CFR § 99.33(a)(2) states that the officers, employees and agents of a party that receives education record information from the University may use the information, but only for the purposes for which the disclosure was made.

Definition: Covered data and information (CDI) includes paper and electronic student education record information supplied by the University, as well as any personally identifiable data provided by University students to UA Contractor.

Acknowledgment of Access to CDI: UA Contractor acknowledges that the Agreements potentially allow UA Contractor access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI: UA Contractor agrees to hold CDI in strict confidence. UA Contractor shall not use or disclose CDI received from or on behalf of the University (or its students) except as permitted or required by the agreement or this addendum, as required by law, or as otherwise authorized in writing by the University. UA Contractor agrees that it will protect the CDI it receives from or on behalf of the University according to commercially acceptable standards and no less rigorously than it protects its own confidential information. UA Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

Return or Destruction of CDI: Upon termination, cancellation, expiration or other conclusion of the Agreements, UA Contractor shall return all CDI to the University or, if return is not feasible, destroy any and all CDI. If UA Contractor destroys the information, UA Contractor shall provide the University with a certificate confirming the date of destruction of the data.

Remedies: If the University reasonably determines in good faith that UA Contractor has materially breached any of its obligations under the Agreements relating to these FERPA requirements, the University, in its sole discretion, shall have the right to require UA Contractor to submit to a plan of monitoring and reporting; provide UA Contractor with a fifteen (15) day period to cure the breach; or terminate the Agreements immediately if cure is not possible. Before exercising any of these options, the University shall provide written notice to UA Contractor describing the violation and the action it intends to take. If the Office of the Chief Privacy Officer of the U.S. Department of Education determines that UA Contractor improperly disclosed personally identifiable information obtained from the University's education records or CDI, the University may not allow UA Contractor access to its education records or CDI for at least five years.

Maintenance of the Security of Electronic Information: UA Contractor 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 received from, or on behalf of the University or its students. These measures will be extended by contract to all subcontractors used by UA Contractor.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: UA Contractor shall as expeditiously as possible, but in no event later than ten days of discovery, report to the University any use or disclosure of CDI not authorized by the Agreements or in writing by the University. UA Contractor'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 UA Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action UA Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. UA Contractor shall provide such other information, including a written report, as reasonably requested by the University.

Compliance with Alabama Breach Notification Law: To the extent UA Contractor maintains, stores, processes or is otherwise permitted access to *data in electronic form* containing the *Sensitive Personally Identifying Information* of any Alabama resident in connection with Contractor's provision of services to University, Contractor agrees to comply with all aspects of the Alabama Data Breach Notification Act of 2018 codified in Ala. Code §§8-38-1, et. seq. Contractor agrees that in addition to implementing reasonable security measures as required by the Act (including an appropriate disposal of records), Contractor shall conduct a prompt and good faith investigation of potential *breaches of security*. In the event of a *breach* involving *data stored in an electronic form*, Contractor shall notify University as expeditiously as possible, but in no event later than 10 days following the determination of the *breach of security* or reason to believe the breach occurred, to allow University sufficient time to comply with its breach notification requirements under the Act. Contractor understands that its failure to comply with the notification provisions of the Alabama Data Breach Notification Act constitutes a material breach of its agreement with the University and may subject Contractor to the penalty provisions of the Alabama Deceptive Trade

Practices Act, Ala. Code §8-19-11. For the purposes of this provision, *italicized terms* shall have the meaning ascribed in Ala. Code §§8-38-2.

Indemnity: UA Contractor shall defend and hold the University harmless from all claims, liabilities, damages, or judgments involving a third party, including University’s costs and attorney fees, which arise as a result of UA Contractor’s failure to meet any of its obligations under this acknowledgement document.

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA

UA CONTRACTOR

Signature

Signature

Printed Name

Printed Name

Title

Title