

## ADDENDUM

This addendum (“Addendum”) amends and supplements any agreements (“Agreement”) between \_\_\_\_\_ (“PROVIDER”) and Texas A&M University, a member of the Texas A&M University System, an agency of the State of Texas (“TAMU”). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree the Agreement is hereby amended and supplemented as follows:

Whereas, PROVIDER and TAMU have agreed that PROVIDER, as part of its ongoing services to TAMU, will receive TAMU Information, and, whereas, the parties recognize the importance of data security, PROVIDER agrees to adhere to the following with respect to the protection of TAMU Information:

PROVIDER hereby acknowledges responsibility to comply with all applicable TAMU policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by TAMU.

For purposes of this section concerning Vendor Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the *Texas Education Code*); and medical records. Mission Critical Information is information that is defined by TAMU to be essential to the continued performance of the mission of TAMU, the unavailability of which would result in consequences to TAMU.

In the event PROVIDER should obtain or be granted access to Confidential and/or Mission Critical Information of TAMU (“TAMU Information”), PROVIDER will keep and protect TAMU Information confidential to no less than the same degree of care as required by TAMU policies, rules and procedures. At the expiration or early termination of the Agreement, PROVIDER agrees to return all TAMU Information or agrees to provide adequate certification that the TAMU Information has been destroyed. PROVIDER, its employees, agents, contractors, and subcontractors shall use the TAMU Information solely in connection with performance by PROVIDER of the services provided to TAMU pursuant to the Agreement, and for no other purpose. Should PROVIDER, its employees, agents, contractors, or subcontractors acquire other TAMU Information during the course of the Agreement, it shall not be used for PROVIDER’s own purposes or divulged to third parties. PROVIDER shall comply with all terms and conditions of any TAMU non-disclosure agreement applicable to the Agreement. Failure to comply with the requirement not to release information, except for the sole purpose stated above, will result in cancellation of the Agreement and the eligibility for PROVIDER to receive any TAMU Information from TAMU for a period of not less than five (5) years.

Both parties shall each provide contact information for specific individuals. The designated contact for TAMU shall be \_\_\_\_\_, Department of \_\_\_\_\_, \_\_\_\_\_ TAMU, College Station, TX 77843-\_\_\_\_\_, Telephone: (979) \_\_\_\_\_, Email: \_\_\_\_\_. The designated contact for PROVIDER shall be \_\_\_\_\_ (include email address and phone number). Should the designated contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should PROVIDER have a need to access TAMU Information, that request shall be directed to TAMU's designated contact. Further, PROVIDER is responsible for reporting all security breaches directly to TAMU. TAMU's designated contact for breaches shall be Help Desk Central ([helpdesk@tamu.edu](mailto:helpdesk@tamu.edu); (979) 845-8300). Help Desk Central can be contacted 24/7. Security breach investigation reports shall be provided to the designated contact for TAMU and TAMU's Chief Information Security Officer ([ciso@tamu.edu](mailto:ciso@tamu.edu)).

Additionally, PROVIDER agrees to the following FERPA requirements:

PROVIDER and its employees will adhere to all Texas and Federal law that regulates the confidentiality and protection of the confidential information and shall ensure proper notification of any breach thereof required under relevant law including, but not limited to, the requirements pertaining to the security, confidentiality, and privacy of the confidential information set forth in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99). PROVIDER agrees to indemnify and hold harmless TAMU for any damages, costs or expenses finally awarded against TAMU in any legal action as a direct result of PROVIDER's failure to comply with its obligations to TAMU under the Agreement with respect to the nondisclosure of confidential information protected under the Family Educational Rights and Privacy Act.

ACCEPTED AND AGREED:

_____	TEXAS A&M UNIVERSITY
"PROVIDER"	
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date