

CONTRACT MODIFICATION No. 1
BETWEEN THE COMMONWEALTH OF VIRGINIA,
UNIVERSITY of MARY WASHINGTON and DLT SOLUTIONS

April 4, 2016

In accordance with the terms and conditions of the original Contract, RFP 15-400, "Changes to the Contract" under the University's Mandatory General Terms and Conditions, the following changes have been mutually agreed upon, and will take effect after full execution of this document by both parties.

Relative to the general scope of the above reference contract, the University of Mary Washington hereby modifies the contract to include the following FERPA Data Security Terms:

Protection of Confidential Data: Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and 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 institution 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 data provided by the University's students to the Contractor's Service Offering(s).

Acknowledgment of Access to CDI: Contractor acknowledges that the Agreement allows the Contractor access to CDI, however, University acknowledges access is granted, controlled, managed, and dictated by the University and the University alone

Prohibition on Unauthorized Use or Disclosure of CDI: Contractor agrees to hold CDI in strict confidence. 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, as required by law, or as otherwise authorized in writing by the University. 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 Agreement, Service Provider shall return all CDI to the University or, if return is not feasible, destroy any and all CDI. If the Service Provider destroys the information, the Service Provider shall provide the University with a certificate confirming the date of destruction of the data.

Remedies: The University acknowledges this is a "self-service" model and the University is solely responsible for the development, content, operation, maintenance, security, access to and use of the University CDI. However, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations under this contract, the University, in its sole discretion, shall have the right to require Contractor to submit to a plan of monitoring and reporting; provide Contractor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the University shall provide written notice to Contractor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Contractor

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improperly disclosed personally identifiable information obtained from the University's education records, the University may not allow the Contractor access to education records for at least five (5) years.

Maintenance of the Security of Electronic Information: The University acknowledges it is solely responsible for applying appropriate security measures to the University's CDI, and for properly configuring, implementing and maintaining appropriate privacy and security safeguards in order to protect CDI. Contractor will implement and maintain reasonable and appropriate administrative, technical and physical security measures in accordance with the safe harbor program described in Contractor's Privacy Policy, referenced at <http://ilws.amazon.com/privacy>. Contractor's security measures will be extended to all subcontractors used by Contractor. CDI will not be stored outside the United States without prior consent of the University.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: If Contractor has actual knowledge of a confirmed breach of the security measures described in Contractor's attached Security Standards that affects the security of any CDI subject to applicable data breach notification law, Contractor shall within one day of discovery, report to the University any use or disclosure of CDI not authorized by this agreement or in writing by the University. Service Provider'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 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 the University.

"The University" refers to any University using this cooperative contract.

All other terms and conditions of the original contract referenced above shall remain in force.

Persons signing this modification are authorized representatives of each party to this contract and acknowledge that each party agrees to be bound by the terms and conditions of the contract.

CONTRACTOR

DLT Solutions

Name (Printed): **Daryl**
Signature: **D.**
Title: **Savage**
Date: **11:22:22 -04'00'**

Digitally signed by
Daryl D. Savage
DN: cn=Daryl D.
Savage, o=DLT
Solutions,
ou=Legal_Contracts,
email=daryl.savage@
dlt.com, c=US
Date: 2016.04.08

AGENCY

University of Mary Washington

Name (Printed): **Erma A. Baker**
Signature: **[Signature]**
Title: **AVP for Business Services & CPD**
Date: **4/8/16**