Contract Boiler Plate for Vendors

The below boilerplate should be added to any contracts with vendors that store or handle Level 1 data. Vendors storing Level 1 data must also complete a Third Party Assurance Questionnaire and receive approval from the CFO and CIO.

>>>
Vendor agrees that it will protect the Confidential Information it receives from Becker College according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information, which shall not be less than the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed standard of care, the standard shall be that of a reasonable person under the circumstances. Becker views any information as Confidential if it is not publicly available. Specifically, Vendor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all Confidential Information, be it electronic or hardcopy. Vendor agrees to provide Becker with a copy of its routine audit reports demonstrating the security of their environment; in lieu of routine audit reports, vendor agrees to allow Becker, or its representative, to audit its processes and premises upon reasonable given notice. Vendor indemnifies Becker of legal liability arising from any release or disclosure of Confidential Information due to the negligence of vendor or other third party.

Vendor also warrants that, in the event of a security breach covered under Massachusetts law (G.L. c. 93I) or HIPAA HITECH Act, the vendor shall inform Becker immediately of the breach, and take all necessary and reasonable steps to prevent any further disclosure or use. Vendor will cooperate fully with Becker in any data breach forensics and notification steps that Becker deems necessary or appropriate to comply with the requirements of the law. If the breach is the result of vendor's negligence, vendor will pay the full cost of complying with the breach. Vendor agrees to have sufficient liquid assets or maintain enough insurance to cover their liability arising form a breach.

Vendor agrees, upon termination, cancellation, expiration or other conclusion of this Agreement, within 30 days to return to Becker or, if return is not feasible, destroy and not retain any copies (and furnish Becker with an appropriate Certificate of Destruction) of any and all Confidential Information that is in its possession.

The obligations of this addendum shall survive termination or expiration of this Agreement.