



## UNIVERSITY OF MINNESOTA

### FERPA Acknowledgement for Supplier

This FERPA Acknowledgement is executed by the party identified below (the "Supplier") for the benefit of the Regents of the University of Minnesota (the "University"), and constitutes a legally binding obligation of Supplier. This acknowledgement shall be binding on any successors or permitted assignees of the Supplier.

**Background:** Supplier provides certain services and/or licenses certain applications to the University under a separate contract(s), pursuant to which Supplier may have access to "education records" from the University, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder ("Education Records"). To the extent there is a conflict between the terms of this acknowledgement and any other agreement or terms (including any terms of service or other click through terms necessary to access any Supplier services) the terms of this acknowledgement shall prevail.

Supplier hereby agrees as follows:

- School Official:** To the extent that Supplier has access to Education Records from the University, Supplier is deemed a "school official," as that term is defined under FERPA. Supplier agrees that it shall not use Education Records for any purpose other than in the performance of the services under contract. Except as required by law, Supplier shall not disclose or share Education Records with any third party unless permitted by the terms of the contractor to subcontractors who have agreed to maintain the confidentiality of the Education Records to the same extent required of Supplier hereunder. In the event any person(s) seek to access Education Records, whether in accordance with FERPA or other federal or relevant state law or regulations, the Supplier will immediately inform University of such request in writing if allowed by law or judicial and/or administrative order.
- Data Ownership:** Supplier acknowledges that, as between the University and Supplier, all Education Records are and shall remain the property of the University; this includes any information or data that is collected, processed, or aggregated based upon the behavior of U-M faculty, staff, and students.
- Data Use:** Supplier acknowledges that it shall only use Education Records as necessary to provide the applicable services or as otherwise permitted in writing by the University. Supplier shall not, directly or indirectly, access, use, disclose, copy, distribute, store, republish or allow any third party to have access to any Education Records, unless otherwise approved by University in writing.
- Data Security:** Supplier shall maintain a documented information security program to protect and safeguard Education Records, which shall include administrative, technical and physical safeguards that utilize commercially available industry best practices and comply with the requirements of FERPA.
- Breach Notification:** If Supplier believes that any Education Records have been subject to unauthorized access, Supplier will promptly (and in any event within 24 hours) notify the University by sending e-mail to [security@umn.edu](mailto:security@umn.edu). Supplier will be responsible for all remedial action resulting from such disclosure. Any breach may be grounds for immediate termination of the Agreement by the University.
- Data Disposal:** At any time and upon University's written request, Supplier shall promptly return, within ten (10) business days, all originals and copies of University Data, whether in printed or electronic form. Any and all backups and archived data will be deleted thereafter, within a period of ninety (90) business days. In lieu of a return of University Data, with the University's written consent, Supplier shall

promptly destroy all originals and copies of University Data, whether in printed or electronic form, including any and all backups and archived data in accordance with industry standards and U.S. federal government best practices.

In the event of such a request to return and/or delete University Data, and in the case of a termination of this Agreement, the terminated Agreement will no longer apply, and the instructor and student accounts will be governed entirely by the service provider's Terms of Service and Privacy Policy, to which they must accept and agree in order to use the Service.

**Regents of the University of Minnesota**

**Supplier:** \_\_\_\_\_

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Printed Name:

Title:

Date:

Printed Name:

Title:

Date: