

20 Welden Drive, Doylestown, PA 18901 (267) 893-2000

DISTRICT: CENTRAL BUCKS SCHOOL DISTRICT

CONTRACTOR: [vendor name]

1. The Contractor warrants and acknowledges that wherever District data is stored, it does and will, consistent with reasonable industry standards, proactively assesses vulnerabilities in its systems' security, including utilizing constant monitoring for security breaches, timely updates of anti-virus signatures, regularly utilizing virus scanning software, and ensuring timely updates of critical security patches. The Contractor also warrants and acknowledges that it utilizes firewall and/or intrusion prevention systems to protect District data.
2. The Contractor warrants and acknowledges that it has security measures in place to restrict access to any Sensitive Data, except to employees or staff who require access in order to maintain the data and/or its security. Sensitive Data shall mean any education records as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, including personally identifiable student information as interpreted by the U.S. Department of Education; any health information as defined in the regulations of the Health Insurance Portability and Accountability Act (HIPPA), 45 C.F.R. 160 *et seq.*; any payroll information, including any employee social security number, address, rate of pay, salary, deductions or exemptions, and immigration status; any employee evaluations and investigations; any financial information including credit card numbers, bank account numbers, and securities information; and any other information identified to the Contractor in writing as "Sensitive Data." Information shall not be excluded from the definition of Sensitive Data based upon that information being subject to disclosure under any state or federal sunshine or open records law or regulation.
3. The Contractor warrants and acknowledges that it has data backup measures and capabilities in place to protect against any loss of District data and to fully restore any data from a potential loss. The Contractor warrants and acknowledges that District data is backed up at least every 30 days and that such backup copies are stored for a period of at least 6 months. The Contractor warrants that it will fully indemnify the District for costs incurred in the event of any data loss caused by failure to backup data pursuant to this paragraph.
4. The Contractor warrants and acknowledges that in the event of any breach or disclosure of District data, it will immediately notify the District in writing that the breach or disclosure occurred, the extent of the breach or disclosure, and will indemnify the District for its cost to provide written notice to any and all individuals whose personal data was compromised by the breach or disclosure.

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5. This Agreement is subject to immediate termination and other corrective measures as required by the District or other state or federal governmental agency with authority over the District resulting from unauthorized disclosure, unauthorized access, or other breach of District data security. The District shall not be liable for claims of damages, breach of contract, or any other legal or equitable claim for relief based upon termination or corrective measures taken pursuant to this paragraph.

Contractor: _____

Signature of Authorized Individual: _____

Printed Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date of Signature: _____