

EXHIBIT A

SERVICE PROVIDER REQUIREMENTS

Pursuant to the Agreement, Company XXX (“Service Provider”) is a service provider to whom The College of New Jersey (“TCNJ”) shall provide access to customer (including student) nonpublic personal information. Service Provider shall provide adequate safeguards for the protection of the confidentiality of such information. To the extent applicable to the performance of Service Provider under the Agreement, those safeguards shall conform to the requirements of the Family Educational Rights and Privacy Act (“FERPA”)¹ and its implementing regulations², the Gramm-Leach-Bliley Act³ (“GLBA”), the Federal Trade Commission’s *Standards for Safeguarding Customer Information*⁴ (the “Safeguards Rule”) and the Fair and Accurate Credit Transactions Act of 2003⁵ (“FACTA”) (which amends the Fair Credit Reporting Act⁶ (“FCRA”)) and regulations issued by the Federal Trade Commission (“FTC”), the federal bank regulatory agencies, and the National Credit Union Administration (“NCUA”) (the “Red Flag Rules”)⁷ requiring financial institutions and creditors to develop and implement written identity theft prevention programs (collectively, these statutes and regulations may be referred to as the “Privacy Laws”). The confidentiality, security and other requirements set forth in this Exhibit (the “Service Provider Requirements”) shall comprise the minimum safeguards to be employed by Service Provider.

1. Definitions

- 1.1. "Personal Information" means any confidential and proprietary information and documents, (including education records under FERPA, and nonpublic personal information), in any form (e.g., electronic, paper, or other) concerning any TCNJ Community Members that are submitted under this Agreement or which Service Provider becomes aware of during the course of its performance hereunder.

¹ 20 U.S.C. § 1232g.

² 34 CFR Part 99.

³ Pub. L. 106-102 (1999), 15 U.S.C. §6801 *et seq.*

⁴ 16 CFR Part 314, Standards for Safeguarding Customer Information.

⁵ Pub. L. 108-159.

⁶ 15 U.S.C. § 1681 *et seq.*

⁷ 16 C.F.R. Part 681.2.

- 1.2. "Nonpublic personal information" takes the meaning provided in the FTC's *Privacy of Consumer Financial Information Final Rules* (the "Privacy Rule"), except that in this context nonpublic personal information is not limited to information about customers or consumers of TCNJ that seek or are provided financial products or services, but rather nonpublic personal information includes information about TCNJ Community Members regardless of whether they seek or obtain any financial product or service. Examples of nonpublic personal information include the following: TCNJ Community Member's social security number, address, grades, employment data and any other personally identifiable information that if disclosed without authorization might result in substantial harm or inconvenience or liability under applicable privacy laws.
- 1.3. "TCNJ Community Members" means current or former or prospective trustees, officers, faculty, staff, employees, students, volunteers, agents, or representatives of TCNJ or its affiliates.

2. Personal Information Confidentiality and Nondisclosure

Personal Information shall be considered property of TCNJ. Service Provider shall hold all Personal Information in the strictest confidence and in accordance with applicable laws and regulations as well as TCNJ's policies and procedures. Service Provider shall obtain no proprietary rights (directly or indirectly) in or to the Personal Information. Service Provider shall not disclose the Personal Information to any third party without the prior written consent of TCNJ unless (i) required to perform Service Provider's obligations under the Agreement or (ii) required by law in which event Service Provider shall promptly notify TCNJ of such request or requirement. Service Provider shall use such Personal Information only in connection with the furtherance of the business relationship between the parties, and Service Provider shall make no further use, in whole or in part, of any such Personal Information. Service Provider further agrees to disclose the Personal Information only to its employees whose services are required in furtherance of the objectives of the business relationship between the parties, and to require each of its employees to comply with the terms of this Agreement, prior to the disclosure to such employees. Upon the expiration or termination of this Agreement, for any reason, Service Provider shall promptly turn over and return to TCNJ all Personal Information (in whatever form or media) or upon the written direction of TCNJ, destroy the Personal Information.

3. Service Provider Safeguards Statement

Service Provider has submitted a statement (the "Service Provider Safeguards Statement," a copy of which is attached hereto) to TCNJ that defines what steps Service Provider is taking and shall take to protect TCNJ customer information. Service Provider shall review the Service Provider Safeguards Statement and revise as appropriate not less than annually. Service Provider shall comply with the requirements included in the Service Provider Safeguards Statement. TCNJ may annually (or more frequently as circumstances require in TCNJ's

judgment) conduct a review, in connection with the Agreement, of Service Provider's compliance with the Service Provider Safeguards Statement, Service Provider Requirements, and the Privacy Laws.

4. Service Provider Agreements, Acknowledgments, Representations and Warranties

Service Provider agrees, acknowledges, represents and warrants as follows:

- 4.1. The Agreement permits Service Provider access to Personal Information, including, without limitation, nonpublic personal information such as:

Personally identifiable student record information and a broader range of other personally identifiable, non-public, student and/or employee information.

- 4.2. Service Provider shall hold the Personal Information in strict confidence and access it only for the explicit business purpose of the Agreement.
- 4.3. Service Provider shall ensure compliance with the confidentiality and security conditions of the Agreement, Service Provider Safeguards Statement and Service Provider Requirements and, as applicable, the Privacy Laws.
- 4.4. Service Provider shall protect the Personal Information it accesses according to commercially acceptable standards and no less rigorously than it protects its own and its customers' confidential information.
- 4.5. TCNJ may require the prompt return or destruction of all copies of Personal Information received by Service Provider upon completion of the Agreement.
- 4.6. Service Provider stipulates to allowing the entry of injunctive relief without the posting of bond in order to prevent or remedy breach of the confidentiality obligations of the Agreement.
- 4.7. Service Provider stipulates that any violation of the Service Provider Requirements shall constitute a material breach of the Agreement and entitles TCNJ to immediately terminate the Agreement without penalty to TCNJ.
- 4.8. Service Provider shall maintain controls to ensure that any subservicer used by Service Provider will also be able to protect and will protect customer information.
- 4.9. TCNJ may request copies of audits and test result information that indicate the degree to which Service Provider and any subservicers implement appropriate information security measures in connection with the Agreement.
- 4.10. TCNJ may audit Service Provider's compliance with Service Provider Requirements and Service Provider shall cooperate with TCNJ in any such audits.
- 4.11. Service Provider Requirements shall survive any termination of the Agreement.