

OFFICE OF STRATEGIC PROCUREMENT
UNIVERSITY OF MAINE SYSTEM
16 CENTRAL STREET
BANGOR, MAINE 04401

REQUEST FOR PROPOSAL FOR ELECTRONIC PAYMENT SYSTEM

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System is seeking proposals for solutions that address the electronic payment needs of central systems, campuses, sites and centers.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected, and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."

- 1.3 Scope: The University of Maine System is comprised of seven geographically dispersed institutions of higher education; 11 University College outreach centers that offer on- and off-site access to system-wide courses and programs; a Board of Trustees and Chancellor, who together determine the nature, purpose, and direction of the universities and their respective programs, services, missions and budgets; and a System Office that performs a wide variety of policy and administrative support services for the 34,000 students and 5,000 employees of the University of Maine System.

The University seeks to improve service to students, faculty, staff and friends by offering electronic payment options that are comprehensive, responsive, secure and timely. We seek responsive payment options tied to retail operations such as bookstores, payment options tied to goods and services available through University run web-sites, payment options tied to central/campus-based applications and payment options tied to ID Card operations.

In addition, the University seeks to improve service to students, faculty, staff and friends by offering electronic funds disbursement options in several areas such as tuition refunds, housing refunds and accounts payable.

- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to:

Evaluation criteria	Weight
1. Upfront and ongoing cost	50%
2. Answers to technical/functional questions	10%
3. PeopleSoft and legacy system integration	10%
4. References	10%
5. Presence in the higher education market	10%
6. Vendor stability	10%

- 1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Kevin Carr
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3307

- 1.6 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the evaluation criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposal or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.11 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for 60 days from the

due date of the proposal.

- 1.13 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #15-06

- 1.14 Proposal Submission: A **SIGNED** original and **12 copies** of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **4:00 P.M., December 2, 2005**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. In the event that the University is closed due to inclement weather on the day that a proposal is due, proposals will be accepted on the next day that the University is open. Vendors may wish to call 207-973-3298 if the weather is bad, to learn if the University has closed. Postmarking by the due date **WILL NOT** substitute for receipt of proposal. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP #

- 1.15 Pre-Proposal Conference: A conference will be held on Thursday, November 17, 2005 at 2:00 p.m. local time at Stodder Hall, The University of Maine, Orono, ME. The purpose of this conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. Attendance by all prospective bidders is mandatory. Firms planning to attend this pre-proposal conference should contact Kelly Roarks at 207-973-3300 no later than 2:00 p.m. local time on Monday, November 14, 2005, with the names and titles of the individuals who will attend.

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 Contract Modification and Amendment: The parties may adjust the specific terms of this

contract (except for pricing and/or commission) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.

- 2.3 **Contract Term:** The contract term shall be for a period of two years commencing upon January 1, 2006. With mutual written agreement of the parties this contract may be extended for three additional one-year periods.
- 2.4 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, services rendered, and commissions paid to the University.
- 2.5 **Contract Validity:** In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
- 2.6 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within one month, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving a two month advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.
- 2.7 **Clarification of Responsibilities:** If the Contractor needs clarification of, or deviation from, the terms of the contract, it is the Contractor's responsibility to obtain written clarification or approval from the Office of Strategic Procurement.
- 2.8 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.9 **Assignment:** Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due, or to become due, without the prior written consent of the University.
- 2.10 **Equal Opportunity:** In the execution of the contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veteran status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 2.11 **Independent Contractor:** Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is considered an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of

the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University of Maine System has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the System.

- 2.12 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advanced notice.

Further information regarding this policy is available from the Sally Dobres, Director of Equal Opportunity, University of Maine System, (207) 973-3370.

- 2.13 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

- 2.14 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Professional Liability (Errors and Omissions)	\$2,000,000 limit or more
3. Automobile Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
4. Employee Dishonesty (Insurance Policy or Bond)	\$1,000,000 limit or more
5. Workers Compensation	Required for all personnel (In Compliance with Applicable State Law)

The amounts carried are subject to minimum requirements as established by applicable laws and regulations. The University reserves the right to accept alternative insurance limits when deemed in its best interest to do so.

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

- 2.15 Smoking Policy: The University of Maine System must comply with the "Workplace Smoking Act of 1985" and MRSA title 22, 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University of Maine System has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.16 GLB (Confidentiality of Information): The Contractor shall comply with all aspects of the Gramm Leach Bliley Act regarding safeguarding confidential information. For detailed information, please see Attachment A.

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Contract Administration: The Manager of Student Systems & Technical Support for Administrative Systems or designee shall be the University's authorized representative in all matters pertaining to the administration of this contract.
- 3.2 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed and not again be employed in the execution of this contract without prior written consent of the Contract Administrator.
- 3.3 Payments: Payment will be made upon submittal of an invoice to Office of Strategic Procurement - Accounts Payable, University of Maine System, 16 Central Street, Bangor, ME 04401 by the Contractor on a net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number.
- 3.4 Requirements: Software and services will be provided that can be used by all components of the University to address unmet electronic payment needs including, but not limited to the following:
- Contractor will offer a full set of payment options including all major credit cards, debit cards where appropriate, ACH and eCheck.
 - Contractor will offer electronic disbursement options that the University could integrate into business processes such as student AR refunds, financial aid disbursements, FLETP loan disbursements and accounts payable.
 - Contractor will offer products and services that implement best practices in the areas of security and audit.
 - Contractor products and services will conform to all current and emerging Payment Industry Standards as well as Data Protection/Security Standards imposed on the University (FERPA, GLB, PCI).

- As allowed by payment industry regulations, the Contractor will provide the University an ability to assess percentage based fees on Credit/Debit card payments while offering a lower flat fee for ACH/eCheck payments.
- Authorization will occur inside the contractor's network. The University will not be required to collect or store cardholder information.
- Contractor will offer a flexible and effective set of controls to manage batch/transaction reconciliation and cash flow.
- Contractor supplied web-pages will support customization for purposes of branding by the system and by individual campuses.
- Contractor will support partial or full refunds of payment by crediting the original card.
- Contractor will support a wide range of electronic payment modalities including:
 - Retail operations via card swipe
 - Retail operations via terminal
 - Retail operations via web-site
 - Integration with central and campus-based applications
 - Integration with PeopleSoft electronic commerce components
 - Integration with the Sequoia bookstore application in use by most UMS campuses
 - Integration with Student Card applications in use by the UMS

4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 Business Profile: **At this time, we are not requesting the information listed in section 4.1 however, we may ask you to provide some or all the information in 4.1.1 and 4.1.2 prior to award.**

4.1.1 Financial – Bidders need only supply one copy of the following with their proposals.

Public Companies

- annual reports for the last three years
- history and description of the company
- recent reports from securities analysts
- published reports about the company

Private Companies

- financial statements or tax forms from three years
- history and description of the company
- published reports about the company, if any

4.1.2 Credit rating/report, letter from bank, suppliers.

4.2 Experience and Qualifications: Provide a complete, concise description of your business organization to include:

4.2.1 Identification of entities participating in the proposed project (i.e., principals of firm involved in project completion, any sub-contractor, etc.)

- 4.2.2 The name, address, telephone number, name(s) or principal(s) assigned to negotiate for the bidder and the individual who will manage the project.
- 4.2.3 If the bidder is a corporation, limited liability company, partnership, or limited partnership, include the names of the principals, officers, and directors, members and managers, partners or general partners, including a brief description of the participation of each.
- 4.2.4 If the bidder is a subsidiary or affiliate, or parent, the same information shall be given for the parent affiliate or subsidiary.
- 4.2.5 Resumes of key responsible individuals; include technical training and education, general experience, specific experience with services requested, qualifications, and abilities to perform the services being requested.
- 4.2.6 A list of three references is required to be submitted with your quotation. These references should be agencies your firm has done business with in the past two years **on projects with a similar scope to this**. Include the following information; company name, contact person, phone number, fax number, and address.

4.3 PROPOSAL INFORMATION:

- 4.3.1 Provide detailed information on all of the licensing and maintenance costs of products and services you are providing. NOTE: ALL TRAVEL AND OTHER MISCELLANEOUS COSTS MUST BE INCLUDED.
- 4.3.2 Describe your ability to offer a full set of payment options including all major credit cards, debit cards where appropriate, ACH, eCheck and electronic disbursement of refunds.
- 4.3.3 Describe your ability to conform to all current Payment Industry Standards as well as Data Protection/Security Standards imposed on the UMS (FERPA, GLB, PCI).
- 4.3.4 Describe how you will allow the UMS to assess percentage based fees on Credit/Debit card payments while offering a lower flat fee for ACH/eCheck payments.
- 4.3.5 Authorization should occur inside the vendor's network. The UMS should not be required to collect or store cardholder information. Describe authorization process.
- 4.3.6 Explain your controls for managing batch/transaction reconciliation and cash flow.
- 4.3.7 Describe how vendor supplied web-pages will support customization for purposes of system and campus branding.
- 4.3.8 Describe your ability to support the wide range of electronic payment modalities listed in section 3.4.
- 4.3.9 Describe your ability to address identified electronic payment needs in central and campus based systems. These include:
 - o webDSIS (Student AR payments)
 - o webGIFT (Alumni/Development gifts)
 - o eApp (Admissions application fees)
 - o IVR (Student AR payments)

- o USM Roadrunner (cable modem payments)
- 4.3.10 Describe your ability to address specific in-person and web-based payment needs identified by the campuses. These include:
- o Athletic Store (retail sales)
 - o Athletic Department (season tickets, gym fees, health program fees, etc)
 - o Cooperative Extension (publication fees)
 - o Maine Center for the Arts (memberships, tickets, etc)
 - o Parking office (non-student fees, fines, etc)
 - o Continuing Education, Summer Session, Conferences and Institutes (fees, charges, etc)
 - o Technology stores (retail sales)
 - o Print Services fees
 - o Transcript request fees
- 4.3.11 Describe the security and audit features provided in the products and services you provide.

5.0 SIGNATURE:

COMPANY NAME _____

By: _____
(Signature)

(Print Name)

(Title)

(Date)

**UNIVERSITY OF MAINE SYSTEM
STANDARDS FOR SAFEGUARDING CUSTOMER INFORMATION**

This Attachment addresses compliance with the requirements of the Gramm Leach Bliley Act ("GLB") dealing with the confidentiality of customer information and the applicable Federal Trade Commission Safeguard Rules.

1. Definitions:

- a. *Customer Financial Information* includes Student Financial Information (defined below) and all other information required to be protected under the Gramm Leach Bliley Act, as well as any credit card information received in the course of business by the University, whether or not such credit card information is covered by GLB. Customer Financial Information includes both paper and electronic records.
- b. *Student Financial Information* is information that the University has obtained from or about a student in the process of offering a financial product or service, or such information provided to the University by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student's parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. §225.28. Examples of Student Financial Information include addresses, phone numbers, bank and credit card account numbers, income and credit histories, and Social Security numbers, in both paper and electronic format.

2. Prohibition of Unauthorized Use or Disclosure of Customer Financial Information:

Service Provider agrees to hold the Customer Financial Information in strict confidence. Service Provider shall not use or disclose Customer Financial Information received from the University, or created or received by Service Provider on behalf of the University except as permitted or required by the Agreement including this Attachment, as required by law, or as otherwise authorized in writing by the University.

3. Safeguard Standard: Service Provider agrees that it will protect the Customer Financial Information received from, or created or received by Service Provider on behalf of the University according to Federal Trade Commission rules and regulations and commercially acceptable standards.

4. Return or Destruction of Customer Financial Information:

- a. Except as provided in Section 4(b), upon termination, cancellation, or expiration of the Agreement, for any reason, Service Provider shall cease and desist all uses and disclosures of Customer Financial Information and shall immediately return or destroy (if University gives written permission to destroy) in a reasonable manner consistent with GLB, all Customer Financial Information received from the University, or created or received by Service Provider on behalf of the University, provided, however, that Service Provider shall reasonably cooperate with the University to ensure that no original Customer Financial Information records are destroyed. This provision shall apply to Customer Financial Information that is in the possession of subcontractors or agents of Service Provider. Service Provider shall retain no copies of Customer Financial Information, including any compilations derived from and allowing identification of Customer Financial Information. Except as provided in Section 4(b), Service Provider shall return (or destroy) all Customer Financial Information within 30 days after termination, cancellation, or expiration of the Agreement.

- b. To the extent that Service Provider can presently determine that in the course of maintaining adequate business records to comply with record retention or other requirements, that returning or destroying the Customer Financial Information in the future will be infeasible, Service Provider shall provide below the conditions that make return or destruction infeasible and shall indicate the types of records that Service Provider intends to retain. If, upon termination of this Agreement, the Service Provider is required to retain information in addition to that indicated below, Service Provider shall notify the University in writing the conditions that make return or destruction of such additional information infeasible and the types of records retained. If, upon termination of the Agreement, Service Provider determines that retaining the items indicated below is not required, Service Provider will return to the University or destroy all Customer Financial Information within 30 days after termination, cancellation, or expiration of this Agreement. Upon mutual agreement of the parties that return or destruction of Customer Financial Information is infeasible, Service Provider shall extend the protections of the Agreement including this Attachment to such Customer Financial Information and limit further uses and disclosures of such Customer Financial Information to those purposes that make the return or destruction infeasible, for so long as Service Provider maintains such Customer Financial Information.
5. Term and Termination:
- a. This Attachment shall take effect upon execution.
- b. In addition to the rights of the Parties established by the underlying Agreement, if the University reasonably determines in good faith that Service Provider has materially breached any of its obligations under this Agreement, the University, in its sole discretion, shall have the right to:
- i. Inspect the data that has not been safeguarded and thus has resulted in the material breach of this Agreement, and/or
 - ii. Require Service Provider to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or
 - iii. Terminate the Agreement immediately.
- c. Before exercising any of these options, the University shall provide written notice to Service Provider describing the violation and the action it intends to take.
6. Subcontractors and Agents: If Service Provider provides any Customer Financial Information received from, or created or received by Service Provider on behalf of the University to a subcontractor or agent, the Service Provider shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Service Provider by this Agreement.
7. Maintenance of the Security of Information: Service Provider shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all maintained or transmitted Customer Financial Information received from, or created or received by Service Provider on behalf of the University.
8. Reporting of Unauthorized Disclosures or Misuse of Customer Financial Information: Service Provider shall report to the University any use or disclosure of Customer Financial Information not authorized by this Agreement or in writing by the University. Service Provider shall make the report to the University not more than one (1) business day after Service Provider learns of such use or disclosure. Service Provider's report shall identify; (i) the nature of the unauthorized use or disclosure (ii) the Customer Financial Information 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 the effects 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.

9. Survival: The respective rights and obligations of Service Provider under Section 12 of the Contract or Section 4 of this Attachment shall survive the termination of this Agreement.