# UNIVERSITY OF MAINE SYSTEM
# MASTER AGREEMENT

This Master Agreement ("Agreement" or "Master Agreement") entered into this **17th** day of **December, 2021,** by and between the **University of Maine System**, hereinafter referred to as the **"University"** and _____, hereinafter referred to as **"Contractor".**

**WITNESSETH**, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement, and the following Riders, hereby incorporated into this Agreement and made part of it by reference:

**Rider A** - Specifications of Work to be Performed
**Rider A-1** – Pricing
**Rider B** – Insurance Requirements
**Rider C** – University of Maine System Standards for Safeguarding Information
**Rider D** – Services Engagement Form

**Agreement Amendments** as required
**Request for Bid #2022-040** Issue Date **December 2, 2021** Titled **Azure-Based Oracle Database Consulting Services**
**Contractor's Bid in Response to Request for Bid #2022-040** Proposal Submission Date **December 10, 2021** Titled **Azure-Based Oracle Database Consulting Services**

**WHEREAS,** the University desires to enter into an agreement and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Agreement to the satisfaction of the University;

**NOW THEREFORE,** in consideration of the mutual promises contained herein, the parties hereby agree as follows:

This Agreement, along with any documents identified, which are incorporated by reference, constitutes the entire Agreement between the parties, and there are no other or further written or oral understandings or agreements with respect thereto.

1. **Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.

   **Rider A** provides a suite of services offered by the Contractor to the University. As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider D**. The document will be governed by all the terms in this agreement; except that the engagement administrator for purposes of managing the service deliverables may be different than this Agreement Administrator and the term may be different than the term of the agreement but may not extend beyond this Agreement termination date. The Services Engagement document will be fully executed by the parties. Institutions may execute more than one agreement for services to support their needs over the term of this Agreement

2. **Term:** This Agreement shall commence on **December 17, 2021** and shall terminate on **December 31, 2026**, unless terminated earlier as provided in this Agreement.

3. **Payment:**

   A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the

discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

B. "**Additional Services**" The University will have the option to purchase additional services under this Agreement.

As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider D**.

4. **Termination:** The **Agreement or a Services Engagement (Rider D)** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.

5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.

6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.

7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this agreement which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this agreement or proceeds thereof.

8. **Modification:** This Agreement may be modified or amended only in a writing signed by both parties.

9. **Assignment:** This Agreement, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.

10. **Applicable Law:** This Agreement shall be governed and interpreted according to the laws of the State of Maine.

11. **Administration:** Alan Cobo-Lewis shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Agreement.

12. **Non-Discrimination:** In the execution of the agreement, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.

13. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Agreement. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Agreement, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Agreement or based on any libelous or other unlawful matter contained in such data.

14. **Agreement Validity:** In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Agreement.

15. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

16. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Agreement, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.

17. **Entire Agreement:** This Agreement sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Agreement is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.  University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Agreement.  Contractor may not unilaterally change any term or condition of this Agreement.

18. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Agreement. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Agreement.

19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement.  All such records shall be kept for a period of seven years or for such longer period as specified herein.  All retention periods start on the first day after the final payment of the Agreement.  If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later.  The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Agreement.  Such access shall include on-site audits.

20. **Publicity, Publication, Reproduction and use of Agreement's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University.  The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Agreement, makes any statement bearing on the work performed or data collected under this Agreement to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance

under the Agreement, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

21. **Confidentiality:** The Contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.

22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

> **To the University:**
>
> University of Maine System
> Robinson Hall
> 46 University Drive
> Augusta, ME 04330
>
> Attn: **Agreement Administration**
>
> **To Contractor:**
>
> Company Name:
> Contact Name:
> Address:
> Phone Number:
> Fax Number:

24. **Invoices:** Unless otherwise specified in an attachment hereto, invoices and questions regarding invoices will be directed to:

> University of Maine System
> Accounts Payable
> 5761 Keyo Building
> Orono, ME 04469
>
> | | |
> |---|---|
> | Phone: | 207-581-2695 |
> | Fax: | 207-581-2698 |
> | Invoice Submission Email: | UMAP@maine.edu |
> | Invoice Inquires: | UMSCentralAP@maine.edu |

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
    A. **Terms and conditions of this Agreement**
    B. **Rider A** - Specifications of Work to be Performed
    C. **Rider A-1** – Pricing
    D. **Rider B** – Insurance Requirements
    E. **Rider C** – University of Maine System Standards for Safeguarding Information
    F. **Rider D** – Services Engagement Form
    G. **Agreement Amendments** as required

H. **Request for Bid #2022-040** Issue Date **December 2, 2021** Titled **Azure-Based Oracle Database Consulting Services**
I. **Contractor's Bid in Response to Request for Bid #2022-040** Proposal Submission Date **December 10, 2021** Titled **Azure-Based Oracle Database Consulting Services**

**26. Multi-Institution Capabilities** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

**The Community College System and Maine Maritime Academy**, both public higher education institutions in the state, shall be permitted to piggyback off of the University's agreement if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

**27. Smoking Policy**
The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In addition, University Institutions may have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.

**<u>Signatures</u>**

FOR THE UNIVERSITY OF MAINE SYSTEM:

BY: _____
(signature)

Name:_____
(print or type)

Title: _____

Address: _____

_____

_____

_____

Telephone: _____

Fax: _____

Date: _____

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

_____

_____

_____

Telephone: _____

Fax: _____

Date: _____

Tax ID #: _____

**Per University policy, "Any agreement for services that will, or may, result in the expenditure by the University of $50,000 or more must be approved in writing by the <u>Chief Procurement Officer</u>, or designee, and if it is not approved, valid or effective until such written approval is granted."**

**<u>Chief Financial Officer</u> approval is required of any University of Maine System agreement of $50,000 or more, and it is not approved, valid or effective until such written approval is granted.**

**<u>Chief Business Officer</u> approval is required of any campus specific agreement of $50,000 or more, and it is not approved, valid or effective until such written approval is granted.**

BY: _____

Title: _____
Chief Procurement Officer or designee

Date: _____

BY: _____

Title: _____
Chief Financial/Business Officer or designee

Date: _____

# RIDER A
# SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor agrees to the **Specifications of Work to be Performed** as follows:

**INTENT AND PURPOSE**
The University of Maine System sought professional services to update Azure-based Oracle database and .NET web applications that support Maine's child care quality rating and improvement system and child care search tool for parents. In addition to the initial scope of services, at the University option, allow for continued relationship with the Contractor for additional scope of services.

**SCOPE OF SERVICES:**

**PROJECT A**

**DELIVERABLE 1**
By end of May 31, 2022, fully develop, document, and submit through State of Maine Office of Information Technology (OIT) Application Deployment Certification (see https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/ApplicationDeploymentCertification.pdf ) for the following:
- Revision of existing Oracle database to implement state's new *Rising Stars for ME* standards
- Accommodate required enrollment by all active licensed child care providers in Maine (~1500 active licensed providers plus ~200 currently unenrolled)
- Transition existing quality certificate ratings (1-4 "steps") to the new 1-5 "star" system, for quality certificates that have not yet expired as of go-live date
- Update web interfaces to modern look-and-feel for child care providers, administrative users, and partners who query the system for data reports.
- Ensure that existing reports/interfaces/web services maintain functionality with revised system, to include: daily use of web service to import licensing data, thrive-daily use of web service to important Maine Roads To Quality professional development network data, visual step report, administrative data login by internal University of Maine System staff, administrative login by State of Maine personnel who issue final quality certificates, automated emails to providers about expiring emails
- Update system for storing and managing administrative credentials
- Update graphics and code in https://search.childcarechoices.me tool to reflect the change from 1-4 "steps" in old system to 1-5 "stars" in new system

**DELIVERABLE 2**
By end of September 30, 2022, fully develop, document, and submit through OIT Application Deployment Certification for the following:
- Update look-and-feel of web interface for applications in search.childcarechoices.me tree
- Simplify the three geographic search boxes currently at https://search.childcarechoices.me into a consolidated box
- Add functionality to search for child care on "My Route"
- Implement mobile app (Apple and Android) to complement the web interface

Qualifications
- Bachelor's degree in Computer Science, Computer Information Systems, or related field
- 10 years of experience in database development
- Demonstrated experience programming in Access and SQL
- Required experience with Oracle and SQL Server
- 10 years of experience in web development
- Experience designing, developing, and maintaining GIS driven desktop and web applications using .NET technologies, web API, and integrated databases

- Experience with google maps API
- Experience documenting software life cycle using Visio or similar tools
- Experience with version control systems such as github, bitbucket, or SVN
- Experience working in academic environment to design complex data collection and data analysis solutions

**Additional Scope:** The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing agreement. The Contractor, for additional consideration, shall furnish additional such products and services to the University.

**PRICING:** Refer to RIDER A-1.  Pricing will be valid for the term of the Agreement.

**PERFORMANCE TERMS AND CONDITIONS**
1. **Environment Compliance:** In the event this Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor aggress to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under this Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any are of responsibility not attributable to Contractor.

**RIDER A-1**
**PRICING**

**Table 1:** Provides pricing for Project A identified in Rider A, Scope of Services

**Table 2: Ongoing Hourly Rate:**

# RIDER B
# INSURANCE REQUIREMENTS

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

| # | Insurance Type | Coverage Limit |
|---|----------------|----------------|
| 1 | Commercial General Liability, including Product's and Completed Operations<br><br>(Written on an Occurrence-based form)<br>(Bodily Injury and Property Damage) | $1,000,000 per occurrence or more |
| 2 | Vehicle Liability<br>(Including Hired & Non-Owned)<br>(Bodily Injury and Property Damage) | $1,000,000 per occurrence or more |
| 3 | Workers Compensation<br>(In Compliance with Maine and Federal Law) | Required for all personnel |
| 4 | Professional Liability Insurance<br>(Agents, Consultants, Brokers,<br>Lawyers, Financial, Engineers,<br>or Medical Services) | $1,000,000 per occurrence or more |

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

**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:
> **University of Maine System**
> **Risk Manager**
> **Robinson Hall**
> **46 University Drive**
> **Augusta, Maine 04330**

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.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

**RIDER C**
**UNIVERSITY OF MAINE SYSTEM**
**STANDARDS FOR SAFEGUARDING INFORMATION**

1. <u>Scope:</u> This Rider addresses the Contractor's responsibility for safeguarding Protected University Data.   For the purposes of this Rider, Protected University Data is defined as any data or information owned by Institution that the Contractor creates, obtains, accesses (via records, systems, or otherwise), receives (from Institution or on behalf of the Institution), or uses in the course of its performance of the agreement which include, but not be limited to: social security numbers; drivers' license numbers; credit card numbers; and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Family Educational Rights and Privacy Act (FERPA).

2. <u>Term and Termination:</u>  This Rider shall take effect upon execution and shall be in effect commensurate with the term of the Agreement to which it is attached.

3. <u>Subcontractors and Agents</u>: Contractor shall not provide any Protected University Data to subcontractors, agents, or other third parties without prior written authorization from the University. If Contractor provides any Protected University Data received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement and Rider.

4. <u>Property of University</u>: Unless otherwise stated in the Agreement, all Protected University Data is the property of the University and shall be turned over to the University upon request.

5. <u>Return or Destruction of Protected University Data</u>:

    A.  Within 30 days of termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Protected University Data and shall return all such information received from the University, or created or received by Contractor on behalf of the University, unless the University requests that all such data be destroyed beyond all ability to recover.  This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information.

    B.  In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible.  Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.

6. <u>Survival</u>: While any Protected University Data is in the possession or control of the Contractor, its subcontractors or agents, the respective rights and obligations of Contractor pursuant to this Rider shall survive termination of the Agreement.

7. <u>Reasonable and Appropriate Controls</u>: The Contractor agrees to implement reasonable and appropriate privacy and security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Protected University Data furnished by the University, or collected by the Contractor on behalf of the University

A. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.

B. If information pertaining to protected health information is accessed, used, collected, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with HIPAA and Contractor shall sign and adhere to a Business Associate Agreement.

C. If Contractor engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with current PCI-DSS requirements.

D. If information pertaining to protected financial customer information is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.

E.    If information pertaining to persons located in the European Economic Area (EEA) is accessed, transferred, stored, or processed by Contractor; Contractor shall protect, collect, store, transfer, and process such data in accordance with the obligations of a data processor, or in accordance with the obligations of a data controller if specified within the underlying agreement as a data controller, as set forth in the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679) and shall provide reasonable assistance at the request of the University for fulfillment of requests made pursuant to the rights afforded to data subjects in GDPR Chapter III.

8. <u>Prohibition of Unauthorized Use or Disclosure of Information</u>: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University. For the avoidance of doubt, transfers of Protected University Data to another country without the prior written authorization of the University constitute unauthorized use of information in breach of this Section 8.

9. <u>Contractor Employee Data Access Control</u>: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures.  Contractor shall have a process to remove access to Protected University Data immediately upon termination or re-assignment of an employee by the Contractor.

10. <u>Data Breach</u>: Contractor shall report to the University any use or disclosure of Protected University Data not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University.

Contractor shall take appropriate steps to remedy such data breach and mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Protected University Data by Contractor in violation of the requirements of this agreement. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any Protected University Data. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Protected

University Data by Contractor in violation of the requirements of this Agreement.  In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to terminate the Agreement immediately.

11. Mobile Devices: If mobile devices are used by the Contractor in the performance of this Agreement to access Protected University Data, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.

12. Contractor Hosted Data: If Contractor hosts Protected University Data in or on Contractor or subcontractor facilities, the following additional clauses apply.
   A. Computers that host Protected University Data shall be housed in secure areas that have adequate walls and entry control such as a card-controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter, and visitor entry will be strictly controlled.
   B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.
   C. Contractor shall backup systems or media stored at a separate location with regular scheduled incremental and full back-ups with sufficient retention of backup files to restore data. Contractor shall test restore procedures not less than once per year.
   D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
   E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
   F. Contractor shall require strong passwords for any user accessing Protected University Data. Strong passwords shall be at least eight characters long; contain at least one upper and one lower case alphabetic characters; and contain at least one numeric or special character.
   G. The installation or modification of software on systems containing Protected University Data shall be subject to formal change management procedures and segregation of duties requirements.
   H. Contractor who hosts Protected University Data shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.

13. Records and Compliance: Contractor shall maintain records and other compilations of data pertaining to the use, access, collection, storage, and transfer of Protected University Data and make such available to the University or regulatory authorities (including, without limitation, the Secretary of the U.S. Department of Health and Human Services and public authorities in the EEA) upon request as reasonably necessary to demonstrate compliance with applicable laws, regulations, and lawful orders.


System Development: If the Contractor provides system development, Protected University Data shall not be used in the development or test environments.  Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process Protected University Data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

# RIDER D
## SERVICES ENGAGEMENT FORM

## <u>Services Engagement to Agreement for Services</u>

This Services Engagement is entered into as of the date written below between
_____ ("Contractor") and _____
("Institution").

This Services Engagement shall be governed by the terms and conditions of the Master Agreement for
Services dated _____ by and between _____ ("Contractor") and the
University of Maine System, and is incorporated herein by reference.

### <u>INSTITUTION REPRESENTATIVE & PROJECT MANAGER</u>:


### <u>CONTRACTOR REPRESENTATIVE & PROJECT MANAGER</u>:


### <u>SCOPE OF WORK</u>:



### <u>PRICE</u>:


### <u>SIGNATURES</u>:

| **Institution** | **Contractor** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |