

PCI Agreement with Merchants

This Agreement is made as of the ___ day of _____, 20__ by and between The Ohio State University ("OSU") and _____, (the "Merchant").

For purposes of this Agreement, the following terms have the following definitions:

- (i) "Cardholder Data" shall have the same meaning as defined in the current version of PCI DSS.
 - (ii) "PCI DSS" means the Payment Card Industry (PCI) Data Security Standard.
- A. PCI Acknowledgment. Merchant acknowledges to OSU that it is responsible for the security of all Cardholder Data that it possesses or otherwise stores, processes or transmits. Merchant will remain compliant with all requirements of PCI DSS for the duration of this agreement. Merchant will provide OSU with a signed Attestation of Compliance annually or upon request.
- B. Examinations and Audits. Upon reasonable advance written notice, Merchant agrees to permit OSU (and its designees) to conduct a review of its books, records, operations and facilities during normal business hours. In addition, upon reasonable prior written notice and as directed by any card organization, Merchant agrees to permit any person acceptable to any card organization to examine and audit the records, operations and facilities of Merchant that are relevant to such card organization.
- C. Notice of Data Breach. In the event of any suspected, alleged or confirmed loss, disclosure, theft or compromise of Cardholder Data or card transaction information (a "Compromised Data Event"), Merchant shall immediately notify (i) the Office of the Chief Information Officer by leaving a voicemail at 614-688-5650 and sending an email to security@osu.edu, (ii) the Office of the Treasurer by sending an email to merchant@osu.edu, and (iii) in the manner required in the PCI DSS requirements and applicable law. Merchant shall fully cooperate with any examinations provided for related to the Compromised Data Event. Upon Merchant's suspected or actual discovery of a Compromised Data Event, Merchant will not alter or destroy any related records and will maintain complete and accurate documentation regarding any modifications made to the records. If the systems under control of Merchant or a direct or indirect third-party Merchant under contract with Merchant or any additional parties under contract with the third party are at fault in connection with the Compromised Data Event, Merchant agrees to indemnify, defend and hold OSU harmless for any loss, damage or costs (including reasonable attorneys' fees) and liabilities directly or indirectly resulting therefrom (collectively "Costs"). Any such Costs are not subject to any provisions limiting Service Provider's liability. As required by Ohio law, Merchant's defense of any claim shall be subject to the Ohio Attorney General's right to appoint counsel and approve settlements.

- D. Business Continuity. Merchant shall maintain appropriate business continuity procedures and systems to ensure security of Cardholder Data in the event of a disruption, disaster or failure of Merchant's primary data systems.
- E. Compliance with Applicable Law. Merchant shall comply with all applicable laws relating to Cardholder Data services.
- F. Term. The term of this Agreement shall commence on the date hereof and continue so long as Merchant provides Cardholder Data services.
- G. Conflicting Terms. In the event of a conflict between the terms of this Agreement and any other agreement, contract or purchase order, the terms of this Agreement shall control.

[MERCHANT]

The Ohio State University

Name:

Name:

Title:

Title: