**STATE OF MINNESOTA**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**AMENDMENT TO AGREEMENT**

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of \_\_\_\_

(hereinafter “the College/University”) and  \_\_\_\_ *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_*

(“Vendor”) have entered into a [identify what type of agreement] Agreement (“Agreement”) for

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ; and

WHEREAS, Payment Card Industry Data Security Standard (PCI DSS) is a set of global data security standards designed to protect payment card account numbers. Any payment card (credit, debit, prepaid, stored value, gift or chip) bearing the logo of one of five payment brands is required to be protected as prescribed by the standards. The brands are: American Express, Discover, JCB, MasterCard and Visa; and

WHEREAS, as defined by PCI DSS, a merchant is any entity that accepts payment cards (credit, debit, prepaid, stored value, gift or chip) bearing the logos of any of the five members of PCI Security Standards Council (American Express, Discover, JCB, MasterCard or Visa) as payment for goods and/or services; and

WHEREAS, because Vendor accepts payment cards bearing the logo of one or more of the brands listed above, Vendor is obligated to comply with PCI DSS; and

WHEREAS, some or all of the third-party transactions for which Vendor accepts payment cards are made under the Agreement; and

WHEREAS, the College/University and Vendor have agreed that additional provisions are necessary to clarify responsibilities related to acceptance of payment cards;

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

Paragraph [number], Vendor’s Duties and Responsibilities, is revised accordingly:

1. Vendor agrees to establish security procedures to protect cardholder data and comply with the Payment Card Industry Data Security Standards (PCI DSS). Vendor can find details of the PCI DSS at <https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml>
2. Vendor agrees to notify the College/University within 30 days if either Vendor establishes that it is not PCI-compliant or Vendor is notified by a Qualified Security Assessor (QSA) or Vendor’s acquiring bank that Vendor is not PCI-compliant.
3. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law, Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend Minnesota State Colleges and Universities and [insert name of College or University] and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.
4. Vendor agrees to notify the College/University’s authorized representative within 24 hours in the event of unauthorized release of cardholder data.

Except as amended above, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

WHEREFORE the parties have caused this Amendment to be duly executed intending to be bound thereby.

**APPROVED:**

**1. VENDOR**

|  |
| --- |
| By (authorized signature) |
| Title |
| Date |

|  |
| --- |
| By |
| Title |
| Date |

**2. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**[Insert name of College/University]**

|  |
| --- |
| By |
| Title | |
| Date | |

|  |
| --- |
| By (College/University President or Other Authorized Designee) |
| Title |
| Date |

MnSCUXXX

Revised 1/11/2017