

INVITATION FOR BIDS (IFB) NO. 24-7194  
TO  
PROVIDE  
FINANCIAL AID VERIFICATION AND PROFESSIONAL  
JUDGEMENT APPEAL SERVICES  
FOR  
UNIVERSITY OF HAWAII, AT MANOA  
HONOLULU, HAWAII

AUGUST 2023

BOARD OF REGENTS  
UNIVERSITY OF HAWAII  
HONOLULU, HAWAII

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**IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE REVIEWED AND THAT THE MANDATORY BID FORM IS SUBMITTED AS PART OF THEIR BID PACKAGE.**

## NOTICE TO BIDDERS

The University of Hawaii IFB No. 24-7194, to Provide Financial Aid Verification and Professional Judgement Appeal Services for the University of Hawaii at Manoa, Honolulu, Hawaii, will be issued and will be awarded through the State of Hawaii's electronic procurement system (HlePRO). **All bid responses must be submitted electronically through HlePRO no later than 2:30 p.m., September 12, 2023.** Bids received after the due date and time or received in a form other than electronically through HlePRO will not be considered.

Bidders are advised that they should not wait until the last minute to submit their bid through HlePRO. Bidders are solely responsible for ensuring that their electronic submission through HlePRO is complete and all necessary files (Mandatory Bid Form) are attached to their bid prior to the IFB due date and time. The University shall not be responsible for any delay or failure of any Bidder to submit any materials updated through the IFB process on a timely basis.

**Electronic Procurement**

Bidders interested in responding to this electronic solicitation must be registered on HlePRO. To register, visit the following link: [https://hiepro.ehawaii.gov/videos/video/vendor\\_registration.html](https://hiepro.ehawaii.gov/videos/video/vendor_registration.html). Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

HlePRO will be the system of record for the issuance of the IFB, to receive the Mandatory Bid Form and other Bid requirements, issue Amendments, and make award for the IFB. Amendments and other information and materials provided through HlePRO, may include additions or changes with respect to the due date and time.

Special instructions in HlePRO related to this solicitation are incorporated herein and made a part of this IFB through reference. Bidders shall review all special instructions located in HlePRO.

**Questions and Clarifications**

All questions and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted by **September 5, 2023** Responses will be posted on **September 7, 2023**.

The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

David Lassner  
President, University of Hawaii

Posting Date: **September 1, 2023**

***Vendors are responsible for notifying the Procurement Specialist Scott Shimoda (e-mail: [scottmhs@hawaii.edu](mailto:scottmhs@hawaii.edu)) for accessibility concerns related to this IFB***

## BID REQUIREMENTS

FINANCIAL AID VERIFICATION AND PROFESSIONAL  
JUDGEMENT APPEAL SERVICES  
FOR  
UNIVERSITY OF HAWAII, AT MANOA  
HONOLULU, HAWAII

By attaching The Mandatory Bid Form to HlePRO, the bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 24-7194, TO FINANCIAL AID VERIFICATION AND PROFESSIONAL JUDGEMENT APPEAL SERVICES FOR THE UNIVERSITY OF HAWAII, AT MANOA, HONOLULU, HAWAII, as required by the University for an initial period commencing on the Notice to Proceed date, through September 30, 2024, and may be renewable thereafter on an annual basis for up to FOUR (4) additional years, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AGGREGATE BID AMOUNT. Bidders must bid on all items in order to be considered for award.**

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.

4. Referencing external documents containing additional specifications, terms or conditions

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

## TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for Financial Aid Verification and Professional Judgement Appeal services required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

### SERVICE LIST

Item	Service Type Per Contract Year	Frequency	Estimated Quantity
1	Full Electronic Verification Services ( <i>estimated amount of 2,000 cases per 12-month period.</i> )	Per Verification	2,000
2	Manual Verification Processing ( <i>estimated amount of 2,250 cases per 12-month period.</i> )	Per Verification	2,250
4	Inbound Call Center Services	Per Call	1,800
5	Electronic Signature system for all Financial Aid documents, including those unrelated to Verification completion during the contract year	Per Year	1
6	Professional Judgement Appeal ( <i>estimated amount of 360 per 12-month period.</i> )	Per Verification	360

#### 1. SCOPE OF SERVICE

Contractor shall provide a full-service Financial Aid Verification and Professional Judgement (PJ) Appeal service/system that is securely hosted on a central, cloud-based platform.

- a. The University and Contractor shall work in good faith so that Contract extensions, if any, shall coincide with the financial aid award year cycles of October-September.
- b. Contractor shall provide all services, as defined herein, during each contract year. The estimates presented in the IFB are not guaranteed amounts by the University and actual amounts may vary. The University reserves the right to

- add or delete quantities upon request by the department. The Contractor agrees to provide additional quantities that shall be mutually agreed upon in writing between the parties.
- c. The University shall be allowed to submit students for Verification and Professional Judgement Appeals based upon any financial aid year during the contract period. Verifications and Professional Judgement Appeals not be limited to only specific aid years but shall cover any aid year verifications and/or professional judgement appeals that fall within the length of the contract. For example, should the contract span October 2023-September 2024, even though the bulk of processing will involve aid year 2023-2024 Verifications and Professional Judgement Appeals, the University shall be allowed to submit other aid years (such as 2024-2025) Verifications /PJ Appeals to the Contractor, and shall be covered under the estimated 2,610 completions expected (Manual Verification processing at 2250 and Professional Judgement Appeals at 360)). The estimates are not guaranteed amounts by the University and actual verification/PJ appeals amounts may vary.
  - d. Contractor shall service an estimated 1,800 inbound calls to be completed during the contract period. The estimates are not guaranteed amounts by the University and actual call amounts may vary.
  - e. Contractor shall charge the University monthly based on actual per-use/completion during the prior month. Advance payments or a subscription-based model of invoicing is not acceptable. Invoice must be based on actual usage in prior month.
  - f. If the number of Verifications/PJ Appeals, inbound calls falls below any UNIVERSITY estimates during the contract term, Contractor shall not charge for the unused service.
  - g. Contractor shall inform the University as soon as it becomes clear that any estimated amount will be exceeded and before any additional work is performed.
  - h. Additional work beyond estimates stated herein may be granted by written permission from University based upon the per-item unit rate set forth in the Contractor's award and is subject to availability of funding.

## 2. SERVICE SPECIFICATIONS REQUIREMENTS

- a. Ability for students to complete the Verification and PJ appeals process 100% electronically, which shall include allowing for electronic signatures for all Verification/PJ documents.
  - o Students also need to have the opportunity to manually upload scans of hard copy forms if they so choose.

- b. Contractor shall obtain electronic tax data directly from the IRS on behalf of the student and/or parent (with electronic consent) through an IRS Form 4506-C and the use of the IRS' Income Verification Express Service, or other similar means. Students/parents shall not be required to obtain Tax Return Transcript/Verification of Non-Filing from the IRS and be required to upload the document(s) themselves.
- c. Access for student/parents to complete required items is needed 24/7, 365 days per year from mobile devices, smart phones, tablets, and computers (save for pre-determined system maintenance times, which shall be set forth in the contract).
  - If a call center is not available 24/7 for questions, a chatbot shall be available 24/7 for students to ask Verification questions and get instant responses.
- d. For Verification, in case individuals have questions and wish to speak to someone in person, they are able to call the vendor and speak to a Verification service expert that can answer their Verification questions without being referred back to the UH Manoa Financial Aid office.
  - Call center hours shall be available, at minimum, from 8:00am HST to 1:00pm HST, Monday through Friday, except holidays.
- e. For Professional Judgement Appeals, in case individuals have questions and wish to contact the vendor, they are able to e-mail a PJ Appeal service expert that can answer their PJ questions without being referred back the UH Manoa Financial Aid office.
  - Questions emailed to the vendor shall be responded to within 48 hours on business days.
- f. Student portal will utilize a custom cosmetically branded (defined as UH Manoa logos and school colors) interface with access granted by using the same password that is integrated within the UH system (i.e., single sign-on).
  - Parents will not be granted access to the Contractor's student Portal to uphold FERPA regulations, but will instead be sent an email with appropriate links for documents that the parent is needing to complete (full electronic submission, including e-signatures, must also be an option for the parent, as it is for the student).
- g. System must be equipped to send automated text message, email, voice blasts, or phone call reminders for the student to complete the process.



- h. The Verification process must be available for students/parents to begin as soon as the ISIR is available from CPS and vendor has been notified that the student was selected for Verification.
  - o Forms shall employ skip logic, data validation, and be pre-populated with student information when possible.
- i. FAFSA/ISIR corrections/updates must be made automatically or manually, with all costs associated reflected in the quoted amounts.
- j. Designated school users must be allowed to access/view the files the student has submitted at any point.
- k. ISIR correction files are to be batched and sent directly through the school's SAIG mailbox to the CPS, or can be stored by the school and sent in by the school.
- l. Real-time data must be made available showing workflow status and the number of students in each category, along with the age of the oldest file in such status.
  - o At-a-glance data must be available via the school portal or equivalent, without the need to run additional reports.
  - o Complete reports showing individual records in each status can be run separately and do not need to be available at-a-glance.
- m. Contractor's service must include the ability to license e-signature software use across all Financial Aid forms, not just related to Verification/PJ Appeals.
  - o Justification: Allowing for continuity, it is to the benefit of our students that if we accept e-signatures for Verification/PJ Appeal forms, that we accept e-signatures for all Financial Aid forms.
- n. The Contractor as a third party servicer, must be able to provide SOC Report and GAP Letter as requested by auditors each year.

All questions pertaining to the Technical Specifications must be submitted electronically through HlePRO. Questions must be submitted by **September 5, 2023** Responses will be posted on **September 7, 2023**.

The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

**Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made through HlePRO as a Question prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.**

## SPECIAL PROVISIONS

### 1. SCOPE

The providing of Financial Aid Verification and Professional Judgment Appeals Services to the University of Hawaii at Manoa, Honolulu, Hawaii shall be in accordance with the terms and conditions of IFB No. 24-7194, including Appendix 1 and the General Provisions dated September 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <https://www.hawaii.edu/procurement/vendor-info/terms-and-conditions/general-provisions-for-goods-and-services/>

### 2. AUTHORITY

IFB No. 24-7194 is issued under the provisions of Hawaii Revised Statutes, Chapters 103 and 103D. All prospective bidders are charged with presumptive knowledge of all requirements of the cited legal authorities. Submission of a valid executed bid by any prospective bidder shall constitute an affirmation of such knowledge on the part of such prospective bidder.

### 3. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement is Jodie Kuba, Financial Aid Director, telephone: (808) 956-3993.

### 4. BIDDER'S QUALIFICATIONS

To qualify to bid on the specified goods and/or services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified goods and/or services. The bidder must also have the requisite experience, appropriate forms of insurance, and proper licenses. The University reserves the right to disqualify any potential bidder if, in its discretion, the University determines that the bidder does not have the requisite experience or expertise to provide the goods and/or services.<sup>5</sup>

### 5. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University. The University shall not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor.

### 6. REJECTION OF CONTRACTOR'S EMPLOYEES

The University reserves the right to reject any of the Contractor's employees that the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise

objectionable.

7. WORKERS' COMPENSATION

The Contractor shall provide adequate statutory workers' compensation insurance for all labor employed in performing services under this contract.

8. LAWS, ORDINANCES, STATUTES, AND REGULATIONS

The Contractor shall comply with all laws, ordinances, statutes, and regulations pertaining to collection, transportation, and disposal of refuse and shall obtain such permits, licenses or other authorization as may be required.

9. COORDINATION OF WORK

Upon award of the contract, Contractor shall contact the Technical Representative to establish operational and administrative procedures.

10. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for the period commencing on the date designated in the Notice to Proceed (estimated at October 1 2023) to September 30, 2024. Thereafter, the contract shall be renewable from year to year, for a total of FIVE (5) years, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. Future years are subject to availability of funds, performance of service and are at the sole discretion of the University. The contract price for each renewal period, if any, shall remain the same or lower than the initial bid price, the University may terminate the contract at any time, after the first year, upon THIRTY (30) days prior written notice.

11. SUBJECT TO REVIEW

Contract and all terms are subject to review by the University's Office of General Counsel, Office of Data Governance, and the Office of the Vice President for IT, among others. If the contract language is not agreed upon, or terms for data security set forth by UHM not achievable, next lowest bidder who can agree to the contract terms and who can supply the required product will be awarded.

12. PAYMENT

The Contractor shall be remunerated monthly upon submission of a properly executed original invoice indicating the contract number, to: "Financial Aid, Attn: Jodie Kuba 2600 Campus Road, QLC 112, Honolulu, HI 96822," no later than THIRTY (30) calendar days following submission of invoice and acceptance of services

## APPENDIX 1

### DATA SHARING PROTECTIONS AND REQUIREMENTS

#### 1. Definitions.

Agreement. “Agreement” refers to that agreement between the University of Hawaii (“University”) and the Vendor (as hereinafter defined) to which these Data Sharing Protections and Requirements is attached.

Data. “Data” is defined as information or data elements that are created, received, maintained, and/or transmitted by the University in the course of meeting its administrative and academic requirements and includes, without limitation, non-public information, student data, metadata, and user content. Data may fall into one of four data classification categories, as set forth in the University’s Executive Policy EP 2.214, which definitions are incorporated herein by reference.

De-Identified Data. “De-Identified Data” is Data that excludes all direct personal identifiers such that the identity of any individual is not recognizable. At a minimum, all of the following personal identifiers must be removed to constitute

De-Identified Data:

1. Names;
2. Geographic information (e.g., address, city, county, zip code, precinct);
3. Dates related to an individual (e.g., birth date, admission date, discharge date, death date, all ages over 89);
4. Phone number;
5. Fax number;
6. Email;
7. Social security number (SSN);
8. Medical record number;
9. Health plan beneficiary number;
10. Account numbers;
11. Certificate/license numbers;
12. VIN and license plate numbers;
13. Device IDs and serial numbers;
14. URLs;
15. IP address;
16. Biometric identifiers;
17. Full face photos and comparable images; and
18. Any other unique number, characteristic, or code.

PII. “Personally Identifiable Information” or “PII” is any information identified as personally identifiable information under the Family Educational Rights and Privacy Act of 1974 (“FERPA”) or applicable state law.

Vendor. "Vendor" shall refer to the party who is contracting with the University to receive Data from the University, including all of its officers, employees, agents, and representatives.

2. Identification of Data. The University shall transmit only the following Data pursuant to this Agreement: The entire ISIR (FAFSA application with processing information) as provided through the FSA process.
3. Purpose of Data Sharing. The Data shall be used only for the following purpose(s) and for no other purpose(s) without the prior written consent of the University, which may be withheld in the University's sole discretion: To assist the University of Hawaii at Manoa in the processing of Federal Student Aid (FSA) Verification and Professional Judgement requirements.
4. Ownership of Data. The University shall maintain ownership of the Data, and all proprietary rights to the Data, including intellectual property rights, shall be and remain in the University.
5. Transmission of Data. All Data transmitted hereunder shall be by secure means and shall be encrypted.
6. No Warranties. The University makes no representations or warranties of any kind or nature, express or implied, regarding the Data, including, without limitation, its quality or fitness for any particular purpose. In no event shall the University be liable for VENDOR's use of the Data as set forth herein.
7. Data Confidentiality. VENDOR shall treat the Data as confidential and shall implement appropriate measures designed to ensure the confidentiality of the Data, including, without limitation, restricting access to only personnel who require such access and the use of such Data to perform the activities permitted hereunder and requiring personnel with access to the Data to sign written confidentiality agreements.
8. Network Security. VENDOR shall maintain network security sufficient to protect the Data and in conformance with generally recognized industry standards and best practices, including, without limitation: (a) network firewall provisioning; (b) maintaining patched environments with appropriate security updates; (c) intrusion detection; and (d) regular (three or more annually) third party vulnerability assessments.
9. Application Security. VENDOR shall maintain and regularly update its software such that applications remain secure from vulnerabilities identified in updates, upgrades, and bug fixes.
10. Data Security. VENDOR shall implement measures to secure the Data including, without limitation: (a) ensuring the transmission and storage of Data by secure means, including encryption of all Data; (b) maintaining the Data on designated secure servers; (c) prohibiting the storage of Data on portable or laptop computing devices or similar

mediums unless that medium is used as part of a backup and recovery process; (d) requiring the storage, backup, and network paths utilized for the Data be contained within the United States; (e) adopting policies to secure the Data from unauthorized access and to address breaches; (f) transmitting, storing and processing the data in accordance with industry best practices; and (g) conducting regular (three or more annually) risk assessments.

11. Disclosure to Third Parties Prohibited. VENDOR shall not reveal, transmit, exchange, or share the Data with third parties unless VENDOR has obtained the University's prior written consent; provided, that if VENDOR obtains the University's prior written consent, VENDOR shall enter into a written agreement with such third party that requires and ensures that the third party maintain at least the same level of Data protection, security, confidentiality, and indemnification as is required of VENDOR herein.
12. De-Identified Data Requirements.
  - a) No Re-Identification. VENDOR shall not take any steps to re-identify De-Identified Data, and shall ensure that all personnel do not re-identify De-Identified Data. In the event that De-Identified Data is re-identified, whether intentionally or inadvertently, VENDOR shall promptly notify the University within forty-eight (48) hours of discovery, take all measures necessary to protect and secure any PII, assume financial responsibility for any potential or actual breach or exposure, and fully indemnify, defend, and hold harmless the University, as further set forth herein. VENDOR shall not utilize any re-identified De-Identified Data or PII to contact individuals. Re-identification of De-Identified Data shall be grounds for immediate termination.
  - b) Publication of De-Identified Data. In the event VENDOR desires to include De-Identified Data in any publication, VENDOR shall provide a copy of such publication to the University and obtain the University's prior written consent, which may be withheld in the University's sole discretion.
  - c) Use of Large De-Identified Data Groups. De-Identified Data shall not be transmitted or used in groups of fewer than ten (10) Students, so as to protect against the potential re-identification of individuals.
13. Destruction of Data. Upon termination of this Agreement, written request from the University, or cessation of any need for the Data, whichever occurs first, VENDOR shall erase, destroy, and render unreadable all Data provided to VENDOR under this Agreement, in a manner that prevents reconstruction or re-identification of such Data. Within thirty (30) days of a request from the University, VENDOR shall provide written certification that these actions to erase, destroy, and render unreadable all Data have been complied with.

14. Compliance with Applicable Laws. VENDOR shall observe and comply with all applicable laws, statutes, ordinances, orders, directives, rules, and regulations, now or hereafter made by any governmental authority (“Applicable Laws”) regarding data security and protection.
15. Compliance with Applicable University Policies. VENDOR shall observe and comply with all applicable University policies, including, without limitation, Executive Policy EP 2.214 (Institutional Data Classification Categories and Information Security Guidelines) and Executive Policy EP 2.215 (Institutional Data Governance) and Administrative Procedure AP 7.022 (Procedures Relating to Protection of the Educational Right and Privacy of Students).
16. Data Breach. VENDOR shall comply with all Applicable Laws, including without limitation, Hawaii Revised Statutes 487N, requiring notification in the event of the unauthorized release of PII or Data, or other event requiring notification. Upon the occurrence of such event, VENDOR shall (a) notify the University by telephone and email within forty-eight (48) hours of discovery, (b) assume financial responsibility and liability for the unauthorized disclosure, release, exposure, and/or breach, and (c) fully indemnify, defend, and hold harmless the University, as further set forth herein. VENDOR shall pay all such associated costs necessary to address and provide relief of and from the adverse effects of such actual, probable, or suspected breach, exposure, disclosure, or release of the Data, including, without limitation, the costs of notifying all affected individuals and entities and making credit monitoring and restoration services available to such affected individuals and entities, as required by the University and/or Applicable Laws.
17. Indemnification. VENDOR shall indemnify, defend with counsel reasonably acceptable to the University, and hold harmless the University, its officers, employees, agents, representatives, and any person acting on its behalf from and against any and all claims, demands, suits, actions, causes of action, judgments, injunctions, orders, rulings, directives, penalties, assessments, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys’ fees, expert witness fees and costs, discovery and pretrial costs, and costs incurred in the investigation, prosecution, defense, and/or handling of any action) by whomsoever incurred, sustained, or asserted, including claims for property damage, personal injury, bodily injury, death, lost revenues, and other economic loss and/or environmental damage, directly or indirectly arising from or related in any way to: (a) the sharing and making available of the Data hereunder; (b) VENDOR’s use, handling, transmission, storage, and processing of any Data; (c) VENDOR’s unauthorized use, handling, transmission, storage, processing, disclosure, release, and/or exposure of Data; and/or (c) VENDOR’s failure to timely, fully and properly perform any of its obligations under this Agreement, particularly any obligations relating to Data sharing and protection.
18. Mandatory Disclosure of PII. In the event VENDOR becomes compelled by law or government directive to disclose any PII, VENDOR shall provide the University with immediate written notices so that the University may seek an appropriate protective order

or other remedy. VENDOR shall only furnish that portion of the PII necessary to comply with the law or directive.

19. Injunctive Relief. Violation of any terms herein, including the actual or potential disclosure, release, and/or exposure of Data, may cause the University irreparable injury for which there is no adequate remedy at law, and consequently the University is entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights available to it. VENDOR hereby waives any requirement to post a bond with respect to any action for injunctive relief.
20. Survival. All VENDOR's obligations herein to protect and secure Data, as well as to assume financial responsibility and liability for any unauthorized use, handling, transmission, storage, processing, disclosure, release, and/or exposure of Data and to indemnify, defend, and hold harmless the University hereunder, shall survive termination or expiration of this Agreement.