

State of Wisconsin – UW-Milwaukee
 S. 51.01(5) Wis. Stats.; s. 111.32(13m) Wis. Stats
 DOA-3049 (R08/2003) UWM-3049 (R1-14)

University of Wisconsin-Milwaukee Contract This Contract is not Piggybackable

Issuing Agency: The State of Wisconsin on behalf of the Board of Regents of the University of Wisconsin System for the University of Wisconsin – Milwaukee	Contractor: TransLoc, Inc. Daniel Agerter, Daniel.Agerter@transloc.com (888) 959-3120 4505 Emperor Blvd., STE 120 Durham, North Carolina 27703
Contract Number: C23-015-O	On Demand Software Safe Ride Program
Contract Administrator: Josh Fleming Fleet Manager (414) 229-6469 flemin35@uwm.edu	Contract Manager: Colleen Fisher Procurement Specialist (414) 229-6061 fisher49@uwm.edu

This Contract is entered into by and between the Issuing Agency and Supplier set forth above.

1. SCOPE OF SERVICES

This Contract is for On-Demand Service Application Software Solution for UWM's safe ride program called Be on the Safe Side (B.O.S.S). Mandatory Software Requirements of the Scope of Work are defined in Attachment A.

2. PARTIES

This contract is entered into by and between the State of Wisconsin on behalf of the Board of Regents of the University of Wisconsin System the University of Wisconsin-Milwaukee (hereafter "UWM") and TransLoc, Inc. (hereafter "TransLoc").

3. PERIOD OF CONTRACT

The Contract will be for a five (5) year period from the date of contract execution. Upon contract expiration, the contract may revert to a month-to-month contract under the same terms and conditions until which time a new contract is awarded.

4. TERMS AND CONDITIONS

This contract will constitute the entire agreement between the parties. UWM's Bid No. C23-015-O, and TransLoc's response to said Bid are fully incorporated herein by reference. Modified Terms and Conditions are presented on Attachment B. The order of priority in interpreting this contract is as follows: (1) This contract document, (2) The RFB document, including any exhibits and addendums; (3) Transloc's response to the Bid, and (4) UWM's purchase order.

Any contract terms and conditions provided by the Bidder, including but not limited to click-on/click-through agreements provided to the Bidder; shrink wrapped agreements; or terms submitted with bid, order acknowledgements, or invoices; shall be considered null and void and will not be enforceable by the Successful Bidder(s) unless agreed to in a written amendment signed by UWM's Purchasing Office.

5. SOFTWARE AND SERVICE

Subscription. Subject to payment of the Fees and the remaining terms and conditions of this Agreement, Transloc hereby grants to UWM a limited, revocable, non-exclusive, and non-transferable

right to access and use the Software and the Documentation during the Term at the physical location of UWM as stated herein. Transloc will make the Documentation available to UWM in electronic form.

Software Upgrades. Transloc will provide upgrades to Software (“Upgrades”) that Transloc generally makes available to its other licensees for no additional charge. UWM acknowledges that Upgrades include only point releases that improve or maintain the stability of the Service and do not include major releases that add new functionality, which may be available for an additional fee. In the case where Transloc provides new features to UWM at no charge, the continued availability, performance, or usefulness of such features are not guaranteed or warranted by Transloc, and such new features may be revoked at any time. UWM acknowledges that some newly integrated features in future releases of Transloc Software may require the purchase of the appropriate hardware upon which the features depend.

If Transloc is no longer providing one or more Services, or in the event that a Service goes end-of-life, Transloc may, replace the Service in accordance with the terms of this Agreement with a functional equivalent; provided, that any such functional equivalent shall have substantially similar features and functions as the Service it is replacing and shall reasonably meet or exceed the specifications and other requirements prescribed by this Agreement for the Service, and upon such replacement in accordance with this Section, such replacement Service shall be considered a Service for the purpose of this Agreement. To the extent necessary, Transloc and UWM shall amend any applicable statement of work to reflect such replacement of Service.

6. PRICING:

Transloc’s pricing are set forth on their Bid proposal (“Exhibit B”) and is noted on this contract as such. A UWM purchase order will be issued each year to Transloc for the fees due.

ITEM	QUANTITY	DESCRIPTION	YEARLY PRICE	TOTAL PRICE
3.	5 Years	License, Vendor Hosted	\$ 42,250	\$ 211,250
4.	1 Only	Project Management, Implementation and Training (to include travel expenses) (Important: Total Price must not exceed 25% of Year 1 Total Price).	\$ 10,325	\$ 10,325

7. PAYMENT TERMS AND INVOICING:

UWM will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to the purchase order number and submittal to the correct address for processing. A good faith dispute creates an exception to prompt payment. Late payments will be made in accordance with Wisconsin Prompt Pay Law.

8. CONTRACT CANCELLATION:

The contract may be terminated under the following conditions:

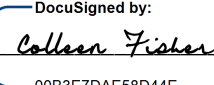
- UWM may terminate the contract at any time at its sole discretion by delivering thirty (30) days written notice to the contractor.

- If the problem is service performance, the contractor shall be warned in writing of unsatisfactory performance and intent to cancel this contract. The contractor shall be given a thirty (30) day period of time to 'cure' the performance. If the performance does not improve, contractor will be given thirty (30) days' written notice that the contract will be cancelled. Upon termination, UWM's liability will be limited to the pro rata cost of the service performed as of the date of termination.
- Shall either party fail to perform under the terms of this Contract, the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within fifteen (15) calendar days. Should the defaulting party fail to remedy the same within said period, the other party then have the right to terminate this Contract immediately. Performance failure can be defined as but not limited to failure to provide any of the Terms, Conditions or Specifications. All notices of performance failure must be submitted in writing to fisher49@uwm.edu. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the Contract. The University will be obligated to pay such expenses up to the date of the termination.
- UWM reserves the right to cancel any contract in whole or part without penalty due to the non-appropriation of funds.
- Upon termination or expiration of this Agreement for any reason, (i) the Customer's license for Company and right to access and use the Service automatically terminates, and (ii) the Customer's right to receive, view and/or access the Service Data automatically terminates. Termination of this Agreement does not relieve Customer of its obligation to pay monies due to Company.

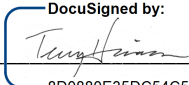
9. APPLICABLE LAW AND COMPLIANCE:

This contract shall be governed under the laws of the State of Wisconsin. The contractor shall always comply with and observe all Federal and State laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. UWM reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. UWM also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from Federal procurement and non-procurement contracts.

The Board of Regents of the University of Wisconsin System the University of Wisconsin-Milwaukee

By (Signature):  _____
DocuSigned by: 00B3E7DAE58D44E...
 Name (Printed): Colleen Fisher
 Title: Procurement Specialist
 Date: 1/26/2023 | 8:44 AM CST

Transloc, Inc.

By (Signature):  _____
DocuSigned by: 8D0880E35DC54C5...
 Name (Printed): Terry Hinman
 Title: General Manager / Group Leader
 Date: 1/25/2023

Attachment A: Mandatory and Preferred Software Requirements

Mandatory and Preferred Software Requirements	Meet Specifications	
	Yes	No
Description		
System Requirements		
- Must be a commercially available off-the-shelf product, which is already developed, and an available Software as a Service used by other institutions of higher education.	<input checked="" type="checkbox"/>	
- Must allow users to request ride via vendor App, multiple supported web browsers, and dispatcher ride placement	<input checked="" type="checkbox"/>	
- Must have a native application for Android mobile devices that is available through the Google Play Store.	<input checked="" type="checkbox"/>	
- Must have a native application for iOS mobile devices that is available through the Apple Store.	<input checked="" type="checkbox"/>	
- Must have a user-facing website that is available through desktop devices.	<input checked="" type="checkbox"/>	
- Must allow administrators to create, edit, and modify system users	<input checked="" type="checkbox"/>	
- Must authenticate users via University SAML2 authentication system (Shibboleth)	<input checked="" type="checkbox"/>	
- Must have frequent authentication of status as student	<input checked="" type="checkbox"/>	
- Must have ability to customize service (hours and area)	<input checked="" type="checkbox"/>	
- Must be able to schedule Geo-fenced hours of service	<input checked="" type="checkbox"/>	
- Must be able to schedule Geo-fenced hours of service with specified dates	<input checked="" type="checkbox"/>	
- Must have real-time tracking of vehicles	<input checked="" type="checkbox"/>	
- Must provide on-site training of employees	<input checked="" type="checkbox"/>	
- Must comply with FERPA regulations to safeguard student personal data.	<input checked="" type="checkbox"/>	
- Must provide marketing materials	<input checked="" type="checkbox"/>	
- Servers must reside in United States	<input checked="" type="checkbox"/>	
- Vehicle must have caps on rider occupancy	<input checked="" type="checkbox"/>	
- User/ List Groups: Software must provide automatic grouping feature which is defined as the following: The solution should allow the University to limit the ability of users to request rides after authentication. Not all users who can authenticate into the App via SAML are authorized to use the service, and the solution must have an additional method of limiting access to authorized users. Authorization to use the app is determined by the University in a separate, external system, and the University must have the ability to frequently limit or allow App access based on changing user eligibility. Options for determining eligibility include: <ul style="list-style-type: none"> • The University can supply a "allow list" of eligible users: users on the list would be allowed to request rides, and denied if they are not on the list. 	<input checked="" type="checkbox"/>	

<ul style="list-style-type: none"> The University can set up groups of authorized users (e.g., faculty/staff, students, etc.), and allow certain groups to request rides based on certain restrictions such as day and time (e.g., students can request rides at any time the service is available, but faculty/staff can only request rides from 8 am to 6 pm on weekdays). <p><i>You can manage separate groups in the Service card two ways.</i></p> <ol style="list-style-type: none"> <i>Manual Upload: The Groups feature in the Resources section allows Admins to create a group and manually control who is in the group. This can be done by either a CSV upload or adding an email. From there you can assign the Group to a Service, allowing only those in the group to request rides for that Service.</i> <i>SSO Affiliation: Since your system uses SSO, we can add an Affiliation/Tag that your university assigns a student to a Service. The service will then be locked to only users who have that specific affiliation.</i> 		
<ul style="list-style-type: none"> Proposed version of the system is fully functional and is currently operating at a minimum of 5 different higher education settings of a size similar to the University of Wisconsin Milwaukee, in a production (non-test) environment. 	☒	
<ul style="list-style-type: none"> Software is ADA-compliant 	☒	
<ul style="list-style-type: none"> API Requirement: The solution must have the ability to automatically update the user list/groups as mentioned above for automatic groupings. This can be done through file transfer via SFTP, by emailing a report to a designated vendor email address, uploading a file through an API, or a similar method. It should support frequent updates of said list (at least once an hour, but preferably at least once every 15 minutes). <p><i>Dispatchers can update user groups batched or individually, but this update cannot be automated in the manner outlined above at this time.</i></p>		☒
App Features		
<ul style="list-style-type: none"> Must have opt-in option for users to receive administrator generated auto and push notifications. (i.e. push notifications due to emergency or hours not in service notification) 	☒	
<ul style="list-style-type: none"> Must display map with icon of vehicle due to arrive to user 	☒	
<ul style="list-style-type: none"> App must have the feature for user to schedule, modify, and cancel request 	☒	
<ul style="list-style-type: none"> App must have the feature to require user to accept ride <i>after</i> the user is provided ETA 	☒	
<ul style="list-style-type: none"> App must have the ability for user to be automatically notified of safe-ride arrival 	☒	
<ul style="list-style-type: none"> App must have the ability for requestor to indicate accommodations needed (i.e., wheelchair) 	☒	
<ul style="list-style-type: none"> App must provide the ability to set up user groups to offer different service levels to certain classifications of riders (linked to time- and Geo-fencing-based restrictions). 	☒	
<ul style="list-style-type: none"> App must have the ability to limit service to certain noncontiguous locations during the day based on time schedule while denying ride requests for unspecified locations. 	☒	
<ul style="list-style-type: none"> App must allow the user to view past activity 	☒	

<ul style="list-style-type: none"> - The app must provide an approved user list which is the ability for the University to restrict App access for riders only on approved user list. The list should be updatable with a high degree of frequency (at least daily) and via automated means (such as an API call or SFTP upload). <p><i>Dispatchers can update user groups batched or individually, but this update cannot be automated in the manner outlined above at this time.</i></p>		☒
Mandatory Requirements	Meet Specifications	
Description	Yes	No
Driver Features (available on university provided hardware for drivers)		
<ul style="list-style-type: none"> - Must have driver sign on 	☒	
<ul style="list-style-type: none"> - Driver must be able to indicate no-shows 	☒	
<ul style="list-style-type: none"> - Driver must be able to indicate denial of service with pre-populated purpose of denial <p><i>The driver has the ability to mark a rider as a no-show after they wait for the predetermined amount of time based on the wait timer. This no-show will be documented in the reports.</i></p>		☒
<ul style="list-style-type: none"> - Must be able to log and record driver denial of service options, record rider ID when applicable <p><i>The driver has the ability to mark a rider as a no-show after they wait for the predetermined amount of time based on the wait timer. This no-show will be documented in the reports and will be correlated with the booking user's information in the reporting.</i></p>		☒
<ul style="list-style-type: none"> - Driver must be able to send pre-populated notifications to rider who has not boarded vehicle yet (i.e. 'Honk' feature) 	☒	
<ul style="list-style-type: none"> - Must provide driver with an emergency button to alert dispatch to an emergency 	☒	
<ul style="list-style-type: none"> - Must provide drivers with ability to indicate breaks or inactivate status to stop new assignments coming into their queue 	☒	
<ul style="list-style-type: none"> - Must provide drivers with real-time directions to pick-ups and drop-offs 	☒	
Administrative Requirements		
Reporting Features		
<ul style="list-style-type: none"> - Must have the ability to export and customize reports of usage (i.e., quantity of riders in one night) 	☒	
<ul style="list-style-type: none"> - Must be able to report activity by riders' user ID (ePanther Account) 	☒	
<ul style="list-style-type: none"> - Must be able to report on individual drivers by assignment history 	☒	
<ul style="list-style-type: none"> - Must be able to report on assignment of rides to individual vehicle 	☒	
<ul style="list-style-type: none"> - Must be able to report average wait time(s), no shows, and cancellations 	☒	
<ul style="list-style-type: none"> - Must be able to report on heat Map of drop offs and pick ups 	☒	
<ul style="list-style-type: none"> - Must be able to pull historical data available during the term of Contract 		
Dispatcher Features		
<ul style="list-style-type: none"> - Must allow administrator to customize system permissions (i.e., view only access or create/edit ride requests) 	☒	

- Must allow dispatchers to view all active rides and queues	<input checked="" type="checkbox"/>	
- Must allow dispatchers to edit vehicle assignments	<input checked="" type="checkbox"/>	
- Must allow dispatchers to assign priority level(s) to request(s)	<input checked="" type="checkbox"/>	
- Must allow for vehicle notification/alert sent from dispatcher	<input checked="" type="checkbox"/>	
- Must allow administrator to modify the vehicle operator in real time to allow for personnel changes as needed.	<input checked="" type="checkbox"/>	
- Must allow administrator to move vehicles from in service to out of service to control inventory of available vehicles for ride dispatch	<input checked="" type="checkbox"/>	
- Must allow API accessible to university staff <i>TransLoc will provide the booking API to the University</i>	<input checked="" type="checkbox"/>	
Preferred Requirements (Not Mandatory)	Meet Specifications	
Description	Yes	No
- Users should be able to submit feedback within the App	<input checked="" type="checkbox"/>	
- Should allow administrator to place ride restrictions based on user and user groups	<input checked="" type="checkbox"/>	
- Should allow drivers to indicate a location as temporarily non-serviceable <i>Drivers can notify dispatch of any unexpected road closures and dispatch and the drivers can work out a detour based on the available routes and the algorithm will catch up with the driver's location</i>		<input checked="" type="checkbox"/>
- Should allow driver to modify destination and passenger count, due to user providing inaccurate information	<input checked="" type="checkbox"/>	
- The solution should allow automated reporting to export data to external systems. Options for this include scheduled email reports, scheduled SFTP reports, or an API/web service that is callable by Transportation Services.		<input checked="" type="checkbox"/>

Attachment B: Modified DOA – 3054 Standard Terms and Conditions

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
 - 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - 6.2** Prices established in continuing agreements and term shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
 - 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials may result in the contract being terminated.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin, except in connection with the sale or transfer of all or substantially all of such party's business, whether by merger, sale or otherwise. Notwithstanding the foregoing, however, Customer's consent shall not be required for assignments that result from a merger or acquisition.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 19.4** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the services described herein guarantees the services were produced in accordance with applicable federal labor laws. Further, that the sale or use of the services described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit brought by a third-party against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any United States patent by reason of the sale or use of such services, and agrees that it will pay all costs, and related damages, in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
 - 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and real and tangible personal property damage including products liability and completed operations. Provide motor vehicle insurance for all , non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) combined single limit for automobile liability and property damage.
 - 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part by providing thirty (30) days prior written notice to contractor without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed exclusively for the State under a separate work for hire agreement, as a result of the contracted commodities or services cannot be copyrighted or patented. All contractor service data remains the property of the contractor.
 - 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract.

Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees, acting in the scope of their employment by the State or in their official capacity as an elected or appointed official thereof from all suits, actions, or claims of any character brought by a third-party for or on account of any injuries or damages received by any persons or real and tangible personal property resulting from the performance of services, or of any of its contractors, in prosecuting work that are a result of gross negligence or willful misconduct by contractor under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- 36.0 IP AND DATA OWNERSHIP:**
- 36.1** Contractor is the sole and exclusive owner of all rights, title and interest in and to the Service, including all updates, modifications, customizations, enhancements and other derivative works thereof (collectively "Derivative Works"), and in any and all copyrights, patents, trademarks, trade secrets and other proprietary and/or intellectual property rights therein or thereto. To the extent any Derivative Work is developed by Contractor based upon ideas or suggestions submitted by Customer to Contractor, Customer hereby irrevocably assigns all rights to modify or enhance the Service using such ideas or suggestions or joint contributions to Contractor, together with all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Customer (or to any party claiming through Customer) any rights in or to the Service, other than the rights expressly granted in this RFB response or subsequent Agreement.
- 36.2** Data Ownership: The customer acknowledges and agrees that, as between Customer and Contractor, Contractor retains all ownership right, title and interest in and to all Service Data (which means any data, information, content, documents, or electronic files provided to or collected by Contractor from either Customer or its users during the course of their use of any component of the service), including all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights therein or thereto. Contractor may analyze and compile Service Data for the purpose of creating De-identified Data. Contractor may only use the De-identified Data for purposes of providing the Service, improving

Customer experience and monitoring the security, application health, quality and performance of the Service. Service Data means any data, information, content, document, or electronic files provided to or collected by Contractor from either Customer or its Users during the course of their use of any component of the Service. Notwithstanding the foregoing, Contractor shall at all times ensure its use of all Service Data is in compliance with the following UWM information security policies incorporated herein by reference: *UW System Administrative Procedure 103.1B* and *UW System Administrative Policy 1040*.

37.0 Limitation of Liabilities: NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR LOSS OF DATA OR BUSINESS INTERRUPTION), WHETHER ARISING FROM NEGLIGENCE, ERRORS, OR FAILURE OF PERFORMANCE, EVEN IF COMPANY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. The parties agree that the Contractor's liability for damages under this Contract shall in no event exceed the amount of fees paid by the University provided that this limitation of liability shall not extend to Contractor's liability for its intellectual property infringement indemnification obligations (if applicable), damages arising from its tortious conduct that causes breach of warranty or contract, or breach of privacy. Nothing in this Contract seeks to limit or restrict liability resulting from the acts of omissions of the Contractor.

38.0 Confidentiality Clause:

- 38.1** "Confidential Information" means any non-public information or data whether in written, electronic, or other tangible form, or provided orally or visually, that is disclosed by or on behalf of one party (a "Disclosing Party") to the other party (a "Receiving Party"), whether owned by the Disclosing Party or a third party, pursuant to this Agreement. Confidential Information of Customer includes, but is not limited to, Customer's financial and business information. Confidential Information of Contractor includes, but is not limited to; the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Software and the Service; the Documentation; and, sales, implementation, and training materials, and procedures. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a Receiving Party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the Receiving Party as shown by its written records.
- 38.2** A Receiving Party (a) shall hold the Disclosing Party's Confidential Information in strict confidence and will use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care: and (b) except as expressly authorized by this Agreement, shall not directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law, court order or other governmental authority. In such event, the Receiving Party shall (i) use its best efforts to inform the Disclosing Party before any such required disclosure, and (ii) provide reasonable assistance, if the Disclosing Party wishes to contest the disclosure.
- 38.3** The Customer shall limit access to the password-protected portions of the Service and any Equipment to Customer's employees who have a legitimate need to access the Service and Equipment.
- 38.4** Upon the termination or expiration of this Agreement, or upon the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all the Confidential Information delivered or disclosed to the Receiving Party, together with all copies in existence thereof at any time made by the Receiving Party.
- 38.5** Remedies. Each party acknowledges and agrees that any violation of this Article (Confidentiality) may cause irreparable injury to the other party for which there would be no adequate remedy at law and, therefore, such other party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that the parties may have at law or in equity.

39.0 Indemnification / Hold Harmless:

- 39.1** If a third party claims that the Service provided to Customer by Contractor under this agreement infringes that party's United States patent or copyright, Contractor shall defend the Customer and Customer's Affiliates against that claim and shall pay any losses, liabilities, damages, judgements, awards, expenses, and costs, including reasonable attorneys' fees that a court finally awards against the Customer, provided that Customer (i) promptly notifies Contractor of the claim and (ii) permits Contractor to control and cooperates with Contractor in the defense and any related settlement negotiations. Customer may participate, at Customer's own expense, in the defense of such claim.
- 39.2** If any part of the Service is, or in Contractor's reasonable judgement may become, the subject of any such proceeding Contractor may, at its expense and option, do one of the following: (i) procure for Customer the necessary right to continue using the Service and Equipment; (ii) replace or modify the infringing portion of the Service or Equipment with a functionality equivalent non-infringing item or portion thereof, or (iii) if none of the foregoing are commercially reasonable, terminate Customer's right to use the Service or the affected portion thereof, and refund to Customer an amount equal to the prepaid Subscription Fee or the affected portion thereof and the cost of any equipment, less amortization for its use on a straight line basis over a period of five (5) years from the Effective Date. The preceding sets forth Contractor's only obligations and Customer's sole and exclusive remedies with respect to infringement or misappropriation of intellectual property rights.
- 39.3** Contractor will not be liable hereunder for any claim of infringement that is based upon (i) the combination of the Service, or any part of the Service, or the Equipment with any product, software, hardware, machine, or device which is not provided by Contractor or identified by Contractor in its specifications as necessary to operate the Service, (ii) any modifications of the Service or Equipment by a party other than Contractor, or (iii) the use of a version of the Service other than a current, unaltered release of the Service if such infringement would have been avoided by the use of a current, unaltered release.

40.0 Warranties and Disclaimer:

- 40.1** In the event any third-party materials are provided to Customer hereunder, either as part of the Services or as necessary or incidental to Contractor's provision of Services (including hosting services), Contractor shall pass through to Customer any and all representations, warranties and covenants from such third-party providers, in addition to any representations, warranties and covenants provided by Contractor in this Contract.
- 40.2** If a warranty is purchased and procured through Contractor, Equipment provided by Contractor will be warranted against defects in material and Workmanship for the Extended Equipment Warranty Period beginning on the Activation Date. Contractor may repair, modify, or replace any or all of the Equipment in the performance of warranty.
- 40.3** Contractor is not responsible for failure of the Service to confirm to the Documentation or to provide accurate information with respect to the location, time, status, availability of existence of Customer's Vehicle Fleet if the Equipment is (i) damaged, blocked, modified, disassembled, vandalized, destroyed, or interfered with; (ii) subject to extreme temperatures, flooding, over-voltage, electrical surges, misapplication of electrical power, or caustic chemicals; (iii) improperly installed or maintained by Customer of any third-party; or (iv) used for a purpose other than as intended by Contractor including but not limited to use in a configuration not recommended by Contractor.
- 40.4** Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF DEALING. IN ADDITION, THE SERVICE DEPENDS UPON DATA BEING TRANSMITTED OVER THE INTERNET, CUSTOMER'S NETWORK, GPS SATELLITES, AND THIRD-PARTY CARRIER NETWORKS, AND AS CONTRACTOR HAS NO CONTROL OVER THE FUNCTIONING OF THE INTERNET, THE SERVICE IS OFFERED ON AN "AS-AVAILABLE" BASIS. CONTRACTOR DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

Addendum A: Information Security Data Protections Policy



UW Policies

UW System Administrative Procedure 1031.B

Information Security: Data Protections

Original Issuance Date: July 31, 2017

Last Revision Date: November 13, 2020

1. Purpose of Procedure

This document describes the minimum data protection standards that must be met by University Wisconsin System institutions.

2. Responsible UW System Officer

Associate Vice President (AVP) for Information Security

3. Definitions

Please see [SYS 1000](https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/general-terms-and-definitions-2/) (<https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/general-terms-and-definitions-2/>), *Information Security: General Terms and Definitions*, for a list of general terms and definitions. Terms and definitions found within this policy include:

- Advance Threat Protection
- Data Steward
- Low Risk
- Moderate Risk
- High Risk

4. Procedures

A. Minimum Data Handling Requirements

The following table establishes the minimum standards for data handling.

**Data Handling and Control
Areas**

Low Risk (Public) Data)

Moderate Risk Data

High Risk Data

Access Controls (incl. Request for Data Access)

Access to view low risk data does not require authentication.

Access to modify low risk data must use authentication methods that meet the requirements of UW System Administrative Policy 1030, [\(https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/information-security-authentication/\)](https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/information-security-authentication/) *Information Security: Authentication*, and its associated procedure.

Access to view or modify is restricted to authorized individuals.

Remote access by third party for technical support is limited to authenticated and authorized access via secure protocols.

Access is limited to end users and administrators who have been designated by the appropriate Data Steward or similar position. Remote access by third party for technical support is limited to authenticated and authorized access via secure protocols. Authorization and authentication are required for access. Multi-factor authentication is required. Confidentiality requirements must be established and disseminated to appropriate parties. Data must be encrypted in transit and at rest.

Copying/Printing/Transmission

No minimum standards.

Data distribution must be limited to individuals whose role requires access to the data set and who have authorization to access the data set.

Data distribution must be limited to as few individuals as feasible whose role requires access to the data domain and who have authorization to access the data set.

Hard copies must not be left unattended and must be stored in a secure location.

Data must be encrypted in transit and at rest, and all parties must be authenticated.

Network Security

No minimum standards.

Defense in depth must be used, including two of the three following controls:

1. Network firewall protection, including port restriction, protocol restriction or IP address Access Control Lists (ACL).
2. Single factor authentication, such as username/password.
3. Comprehensive intrusion detection and intrusion prevention, including advanced logging of all attempted access to network resources, or Advanced Threat Protection (ATP).

In addition to the moderate controls, protection with a network firewall is required. Network access to a system or server hosting the data must be limited to the minimum necessary.

System Security

No minimum standards.

System administrators shall follow any system security procedures established by the institution as well as operating system-specific best practices for system management and security.

System administrators shall follow any system security procedures established by the institution as well as operating system-specific best practices for system management and security. Protection with a firewall is required.

Physical Security

No minimum standards.

Data must be masked from casual view to prevent unauthorized access. Hardcopy files must be properly marked and stored in a locked cabinet.

System must be locked or logged out when unattended. Storage must be in secured location.

Data Storage

No minimum standards.

Data must be stored in an institution or UW System provided cloud storage service or data center. Individuals and departments should not select storage providers or technologies without institution or UW System approval. If data are stored on individual workstation or mobile device, encryption is required. Hard copies must not be left unattended and must be stored in a secure location.

Data must be stored in an institution or UW System provided cloud storage service or data center. Individuals and departments should not select storage providers or technologies without institution or UW System approval. If data is stored on individual workstations or mobile devices, encryption at rest is required. Hard copies must not be left unattended and must be stored in a secure location. All devices that access high risk data must be managed in an institution or UW System approved manner.

Backup/Disaster Recovery	No minimum standards.	Regular backup is required and recovery periodically tested. Backup media must be encrypted and stored in a secure location.	Regular backup is required and recovery periodically tested. Backup media must be encrypted and stored in a secure location or offline.
Media Sanitization and Disposal	No minimum standards.	Must securely destroy or use bonded disposal service.	Must securely destroy or use bonded disposal service.
Workstation and Mobile Devices (incl. personally-owned devices)	No minimum standards.	Password protection and an inactivity auto-lock are required. Employees shall remove UW System data from their personally owned devices before the devices are discarded or replaced, or before the individual is discharged from employment with the UW System.	Password protection and an inactivity auto-lock are required. Employees shall remove UW System data from their personally owned devices before the devices are discarded or replaced, or before the individual is discharged from employment with the UW System.

5. Related Documents

Regent Policy Document 25-5, *Information Technology: Information Security*

(<https://www.wisconsin.edu/regents/policies/information-technology-information-security/>)

UW System Information Security Program (<https://www.wisconsin.edu/information-security/download/University-of-Wisconsin-System-Information-Security-Program-v2.pdf>)

UW System Administrative Policy 1031, *Information Security: Data Classification and Protection*

(<https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/information-security-data-classification-and-protection/>)

UW System Administrative Policy 1031.A, *Information Security: Data Classification Standard*

(<https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/information-security-data-classification-and-protection/information-security-data-classification/>)

6. History

Revision 3: November 23, 2020

Revision 2: December 9, 2019

Revision 1: January 9, 2019

First approved: July 31, 2017

Addendum B: Information Privacy Policy



UW Policies

UW System Administrative Policy 1040

Information Security: Privacy Policy

Policy

Procedures

Original Issuance Date: October 28, 2020

Last Revision Date: November 13, 2020

Effective Date: November 1, 2021

1. Policy Purpose

To establish a foundation for the privacy of a Data Subject's Personal Data throughout the University of Wisconsin (UW) System. To safeguard the privacy rights of members of the UW System community and maintain accountability for protecting all types of Personal Data. To balance a Data Subject's privacy rights with the need and access to Personal Data to serve or protect core values and operations of UW System and/or to meet legal requirements.

2. Responsible UW System Officer

Associate Vice President (AVP) for Information Security

3. Scope

This policy applies to all members of the UW System community, including but not limited to students, faculty, staff, third-party vendors and contractors, visitors to any program or facility within UW System, and to others with access to Personal Data of UW System's community. This policy governs all formats of Personal Data collected by UW System and its institutions.

4. Background

Governments around the world are addressing the widespread availability of individuals' Personal Data and concerns regarding abuse of that data. UW System is committed to ensuring the privacy and security of Personal Data. Central to this commitment is the priority to be transparent about the Personal Data collected about members of the UW System, how it is used and with whom it is shared. This policy is designed to create a foundation for the privacy of Personal Data throughout UW System and establish governance structure to address privacy-related matters and advance UW System's Privacy Program, once developed.

5. Definitions

Please see *SYS 1000, Information Security: General Terms and Definitions* (<https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/general-terms-and-definitions-2/>), for a list of general terms and definitions. Terms and definitions found within this policy include:

- Data Subject
- Personal Data
- Personal Identifiable Information (PII)
- Protected Health Information (PHI)

6. Policy Statement

A. General Privacy

UW System shall limit the collection, use, sharing, and storage of Personal Data to that which reasonably serves the institution's academic, research, administrative functions, or other legally permitted purposes. Such collection, use, sharing and storage shall comply with applicable federal and state laws and regulations, and with the policies, standards, and procedures of UW System or any individual institution within UW System.

B. Notice and Consent

Prior to collection of Personal Data, institutions shall make available to the Data Subject a notice that describes the Personal Data that will be collected, how it will be processed, and with whom the Personal Data will be shared.

If Personal Data is to be collected or processed for reasons that do not otherwise serve the institution's academic, research, administrative functions, or other legally required purposes, the institution shall make available to the Data Subject processing preferences and the ability for the Data Subject to opt in to such collection or processing.

Exceptions to this notice and consent requirement are permitted to the extent allowed under federal and state laws and regulations (such as in situations where human subject research occurs pursuant to a waiver of HIPAA's authorization requirement).

C. Access to Personal Data

Institutions shall provide means for Data Subjects to review their own Personal Data collected and/or processed by the institution and provide means for Data Subjects to request corrections of the data if inaccuracies are found. Institutions shall take reasonable steps to review requests for corrections and amend, supplement, or correct Personal Data where warranted.

D. Privacy Officers and Governance

Each institution shall appoint an individual or individuals at their institution to address privacy-related questions or concerns. The individual(s) will also serve as the liaison between the institution and the UW System Chief Privacy Officer on privacy-related matters and initiatives.

UW System shall appoint or designate an individual, to be known as the Chief Privacy Officer to develop and lead the UW System Privacy Program, act as a subject matter expert for privacy laws and regulations, and initiate, facilitate, and promote activities to foster information privacy awareness.

The UW System Administration Chief Privacy Officer shall advise the UW System President on privacy related matters.

E. Expectation of Privacy

UW System recognizes the reasonable privacy expectation of employees, affiliates, business partners and students in relation to Personal Data maintained in any format, subject only to applicable state and federal laws and UW System policies and procedures. UW System nor any individual institution can guarantee absolute privacy of Personal Data. Data Subjects can expect Personal Data to be used by UW System under the following conditions:

- For system maintenance or business necessity, including security measures;
- When consent is received from the Data Subject to monitor their data;
- To investigate suspected violations of laws or UW System or institutional policy;
- To fulfil obligations under Wisconsin Public Records Law or other laws, regulations, or institutional policies, rules, or guidelines; or
- As permitted by applicable law or policy.

F. Suspected Violations or Breaches of Privacy

If, at any time, an individual or department suspects or confirms that any Personal Data maintained by an institution has been subject to unauthorized access and/or disclosure, the incident must be reported in accordance with UW System Administrative Policy 1033, Information Security: Incident Response (<https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/information-security-incident-response/>). Notification to affected Data Subjects shall be made in accordance with applicable law.

G. Website Privacy Statement

Each institution shall publish a website privacy statement to describe, at a minimum, the type of information an institution collects, how the information is used, and with whom the information is shared when users visit the institution's primary public website. This applies to the collection of general information and Personal Data. Users should be prompted to read the Web Privacy Statement when visiting the institution's website for the first time and the statement should also be conspicuously posted on the institution's website's home page or website directory.

7. Related Documents

Regent Policy Document 25-3, Acceptable Use of Information Technology Resources

(<https://www.wisconsin.edu/regents/policies/acceptable-use-of-information-technology-resources/>)

s. 134.98, Wis. Stats., Wisconsin Breach Notification Law (<https://docs.legis.wisconsin.gov/statutes/statutes/134/98>)

UW System Information Security Program (<https://www.wisconsin.edu/information-security/download/University-of-Wisconsin-System-Information-Security-Program-v2.pdf>)

UW System Administrative Policy 1033, Information Security: Incident Response (<https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/information-security-incident-response/>)

UW System Administrative Procedure 1040.A, Information Security: Privacy Procedure

(<https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/information-security-privacy-standard/>)

8. Policy History

Revision 1: November 13, 2020

First approved: October 28, 2020

9. Scheduled Review

November 2022