Reset

University of Hawai‘i
Review of University Funds Collection with Credit Card Payments

Treasury Review: ☐ Approved ☐ Disapproved

_____

Campus and Department:

A. Contact Information:

	Name	Signature	Date
Requestor			
Fiscal Administrator			
Department Head			

B. Proposed Activity/Business Purpose:

C. Legal authority (HRS) that permits collection of funds (Note: Consult with FMO Tax Services for review of any Unrelated Business Income Tax considerations, as necessary)

D. Are internal control procedures in place for collection and reconciliation of funds? (Refer to AP 8.701, Receipting and Depositing of Funds Received by the University)
Answer: ☐ Yes ☐ No

E. Does your activity involve other Protected Data (that is not credit card processing data)?
Answer: ☐ Yes ☐ No
If yes, complete DGP for review and approval

F. Will the funds from this activity be collected directly by UH or by a Third party on behalf of UH

   a. Funds collected directly by UH ☐ Check if Yes
   Credit Card – Refer to AP 8.710, Credit Card Administration – UH as merchant of record, do not complete this from but complete AP 8.710 Appendix B and submit to Treasury Office. Credit card processing must be done via First Data, the processor for the University’s credit card contractor (Bank of Hawaii)

b. Funds collected by Third-Party on behalf of UH ☐ Check if Yes

1. Attach a copy of the proposed agreement between UH and the Third-Party

2. Will the Third Party serve as the merchant of record to collect payment via Credit Card? ☐ Yes ☐ No
    a. Provide the reason and justification why credit card payments cannot be collected via the University's eCommerce platform, TouchNet Information Systems, Inc. Provide specific details on the functionality that is not available with TouchNet.

    b. Provide estimated transaction volume - total annual dollars and transaction count

    c. How will payment be remitted by the third-party to the University (e.g. method and timeframe)

    d. Provide cost analysis for the third-party costs (e.g. license fees, maintenance fees, one-time set up fees, merchant fees, etc.) Note: if fees are charged, consult with Office of Procurement Management, as applicable.

    e. Contract terms must include at a minimum Data Breach and Indemnification terms from the Data Sharing Protections and Requirements. See Attachment 1

    f. Provide documentation from the Third Party of their PCI DSS compliance. At least one of the following must be provided.

        i. Current PCI DSS Report of Compliance signed by a Qualified Security Assessor (QSA) ☐
        ii. Current PCI DSS Attestation of Compliance ☐
        iii. Current Self-Assessment Questionnaire and certificate of scanning from ASV ☐

3. Provide Third Party Contractor Certification statement - see Attachment 2 ☐

Attachment 1

Required Terms if Third Party will collect credit card payments on behalf of the University

Data Breach. VENDOR/CONTRACTOR 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.

Indemnification. VENDOR/CONTRACTOR 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 (d) 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.

Attachment 2

Contractor: _____

The Contractor is compliant with PCI DSS (Payment Card Industry Data Security Standard) for any system or component used to process, store, or transmit cardholder data that is operated by the Contract as part of its service. The Contractor can demonstrate compliance of any third party it has sub-contracted as part of the service offered.

_____
Executive Officer Signature

_____
Name and Title

_____
Date