

**First Amendment to Insurance Broker/Risk Management Consulting Services
GMU-1603-20**

This Contract entered on this 26th day of May, 2020 by Marsh LLC formerly known as Marsh, Inc. hereinafter called “Contractor” (located at 1051 East Cary St, STE 900, Richmond, VA 23219) and George Mason University hereinafter called “Mason,” or “University” is hereby amended, effective April 11, 2023, as follows:

1. Section X. STANDARD TERMS AND CONDITIONS, Section DD.1. University Data, is amended by adding the following:

“Notwithstanding the above, Contractor may include, on a de-identified basis, information relating to Mason’s insurance program in benchmarking, modeling, analytic and other offerings. Contractor may share with prospective insurers information about Mason’s upcoming insurance renewals to help insurers identify opportunities to compete for risk. Contractor shares the information as part of its insurer consulting offering, which is designed to help insurers expand their own offerings and create superior solutions for Contractor clients.
2. Section X STANDARD TERMS AND CONDITIONS, Section DD.2. University Data, is here by amended by deleting the first sentence and replacing it with the following:

“Except for back up purposes and for placing insurance coverage outside of the United States, University Data, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason.”
3. Section X STANDARD TERMS AND CONDITIONS, Section EE, University Data Security, second paragraph is hereby amended by deleting the first sentence and replacing it with the following:

“After 48 hours of becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident.”
4. Section X STANDARD TERMS AND CONDITIONS, Section FF, University Data Upon Termination or Expiration, is amended by adding the following:

“Notwithstanding the above, Contractor may retain copies of University Data in accordance with its record retention policy.”
5. Data Security Addendum, Number 5. Audits, paragraphs a and b are hereby deleted and replaced with the following:

“Mason, at its own expense, may inspect Contractor’s compliance with the information security practices and procedures relevant to the Services provided to Mason. Due to the confidential and proprietary nature of Contractor’s operations and to protect the integrity and security of its operations and the shared nature of systems which may be used to provide the Services under this Agreement, Contractor reserves the right to reasonably limit the scope of such security reviews or inspections, and require that such inspections (a) must be preceded by advance written request of no less than 30 days prior to the anticipated start date and may occur no more than once in any twelve (12) month period, barring exigent circumstances, such as Mason’s reasonable concern of an actual incident or imminent material incident of security, in which case an inspection may be performed in response to such circumstance or concern, and at a time mutually agreed by Contractor and Mason, (b) if to be conducted by a third party, the third party must be a mutually agreed upon security assessment specialist, where such agreement by Contractor shall not be unreasonably withheld, (c) are subject to appropriate confidentiality and non-disclosure provisions, and (d) may not unreasonably disrupt Contractor’s normal business or IT operations.”
6. Exhibit A, Section A.4. Risk Consulting / Loss Control Services, paragraph a. is deleted and replaced with the following:

“Upon mutual agreement of the parties, provide risk management, and other services directly or indirectly; and other recommendations as requested by Mason, including, but not limited to, minimization of loss potential, property or liability inspection, actuarial services, and transfer of risk techniques.”
7. Exhibit A, Section A.4. Risk Consulting / Loss Control Services, paragraph b is deleted and replaced with the following:

“Upon mutual agreement of the parties, provide Mason with advice and solutions across a comprehensive range of insurable and non-insurable risk issues.”

All other terms and conditions of GMU-1603-20 shall remain unchanged and in full force and effect.

Marsh LLC

DocuSigned by:
Charmaine R. Davis
Signature

Name: Charmaine R. Davis

Title: Sr. Vice President

Date: 5/16/2023

George Mason University

DocuSigned by:
James Russell
Signature

Name: James F. Russell

Title: Director, Purchasing

Date: 5/17/2023