

**State of Delaware Cloud and Offsite Hosting Specific Terms and Conditions**

Contract # \_\_\_\_\_, Appendix \_\_\_\_\_

between State of Delaware and \_\_\_\_\_ dated \_\_\_\_\_

This document shall become part of the final contract

	<p align="center"><b>Terms and Conditions Clauses 1-9 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.</b></p>	<p align="center"><b>Vendor's Acknowledgement</b></p>
1	<p>The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The Service Provider shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request.</p>	
2	<p>Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Service Provider to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:</p> <ul style="list-style-type: none"> <li>a) Personal information obtained by the Service Provider shall become and remain property of the State of Delaware.</li> <li>b) At no time shall any data or processes which either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the State of Delaware.</li> <li>c) The Service Provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.</li> <li>d) The Service Provider shall encrypt all non-public data in transit to the cloud during the life of the contract.</li> <li>e) For engagements where the Service Provider stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are Social Security Number, Date of Birth, Driver's License number; passwords, financial data, and federal/state tax information.</li> </ul>	
3	<p>The Service Provider shall not store or transfer non-public State of Delaware data outside of the United States. This includes backup data and Disaster Recovery locations.</p>	
4	<p>The Service Provider shall inform the State of Delaware of any actual security breach that jeopardizes the State of Delaware data or processes. This notice shall be given to the State of Delaware within 24 hours of its discovery. Full disclosure of the jeopardized data shall be made. In addition, the Service Provider shall inform the State of Delaware of the actions it is taking or will take to reduce the risk of further loss to the State.</p>	
5	<p>Delaware Code requires public breach notification when citizen's personally identifiable information is lost or stolen. Reference: <a href="http://delcode.delaware.gov/title6/c012b/index.shtml">http://delcode.delaware.gov/title6/c012b/index.shtml</a>. All communication shall be coordinated with the State of Delaware. When the Service Provider is liable for the loss, the State of Delaware shall recover all costs of response and recovery from the breach, for example: 3-year credit monitoring services, mailing costs, website, and telephone call center services. Without limitation of additional legal bases, pursuant to the <a href="http://delcode.delaware.gov/constitution/constitution-09.shtml#TopOfPage">http://delcode.delaware.gov/constitution/constitution-09.shtml#TopOfPage</a> and <a href="http://delcode.delaware.gov/title29/c065/index.shtml#6519A">http://delcode.delaware.gov/title29/c065/index.shtml#6519A</a> the State of Delaware is not legally permitted to agree to any limitations on liability.</p>	

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6	<p>The Service Provider shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. The Service Provider shall not respond to subpoenas, service of process, and other legal requests related to the State of Delaware without first notifying the State unless prohibited by law from providing such notice.</p>	
7	<p>In the event of termination of the contract, the Service Provider shall implement an orderly return of State of Delaware data in a State-defined format and the subsequent secure disposal of State of Delaware data.</p> <p><b>Suspension of services:</b> During any period of suspension, the Service Provider shall not take any action to intentionally erase any State of Delaware data.</p> <p><b>Termination of any services or agreement in entirety:</b> In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to intentionally erase any State of Delaware data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally prohibited, delete all State of Delaware data in its systems or otherwise in its possession or under its control.</p> <p><b>Post-Termination Assistance:</b> The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.</p> <p><b>Secure Data Disposal</b> When requested by the State of Delaware, the provider shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State of Delaware.</p>	
8	<p>The Service Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents.</p>	
9	<p>The Service Provider shall comply with and adhere to the following State Standards:</p> <ul style="list-style-type: none"> <li>• Data Modeling Standard</li> <li>• Strong Password Standard</li> </ul> <p>These standards are available at <a href="http://dti.delaware.gov/information/standards-policies.shtml">http://dti.delaware.gov/information/standards-policies.shtml</a>. Any future updates to the above standards that apply to this contract shall be mutually agreed on between both parties and documented via a contract addendum as needed.</p>	

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10	<p>The Service Provider shall allow the State of Delaware access to system security logs, latency statistics, etc. that affect this engagement, its data and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time.</p>	
11	<p>The Service Provider shall allow the State of Delaware to audit conformance to the contract terms. The State of Delaware may perform this audit or contract with a third party at its discretion at the State's expense.</p>	
12	<p>The Service Provider shall perform an independent audit of their data centers at least annually at their expense, and provide a redacted version of the audit report upon request. The Service Provider may remove their proprietary information from the redacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.</p>	
13	<p>Advance notice (to be determined at contract time) shall be given to the State of Delaware of any major upgrades or system changes that the Service Provider will be performing. A major upgrade is a replacement of hardware, software or firmware with a newer or better version, in order to bring the system up to date or to improve its characteristics and usually includes a new version number. The State of Delaware reserves the right to defer these changes if desired.</p>	
14	<p>The Service Provider shall disclose its non-proprietary security processes and technical limitations to the State of Delaware such that adequate protection and flexibility can be attained between the State of Delaware and the Service Provider. For example: virus checking and port sniffing – the State of Delaware and the Service Provider shall understand each other's roles and responsibilities.</p>	
15	<p>The Service Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of customer data to that which is absolutely needed to perform job duties.</p>	
16	<p>The State of Delaware shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Service Provider. This includes the ability for the State of Delaware to import or export data to/from other Service Providers.</p>	
17	<p>The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Service Provider. The system shall be available 24 hours per day, 365 days per year basis (with agreed-upon maintenance downtime), providing service to customers as defined in the Service Level Agreement.</p>	

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18	<p>The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any application development and/or operations.</p>	
19	<p>The State shall have the right at any time to require that the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State will provide the Service Provider with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Service Provider shall immediately remove such individual. The Service Provider shall not assign the person to any aspect of the contract or future work orders without the State's consent.</p>	
20	<p>The Service Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) of _____hours/days is met. (XXX will be negotiated by both parties.)</p>	
21	<p>The Service Provider shall comply with and adhere to the following State Standard:</p> <ul style="list-style-type: none"> <li>• Website Common Look and Feel Standard</li> </ul> <p>This standard is available at <a href="http://dti.delaware.gov/information/standards-policies.shtml">http://dti.delaware.gov/information/standards-policies.shtml</a>. Any future updates to the above standard that apply to this contract shall be mutually agreed on between both parties and documented via a contract addendum as needed.</p>	
22	<p>The Service Provider shall use web services exclusively to interface with the State's data in near real-time when possible.</p>	
23	<p>The Service provider shall encrypt all State of Delaware non-public data that resides on any Service Provider's mobile devices during the life of the contract.</p>	

**Service Provider Authorizing Official Name:** \_\_\_\_\_

**Service Provider Authorizing Official Signature:** \_\_\_\_\_