NON-PUBLIC DATA OWNED BY THE MUNICIPALITY OF ANCHORAGE

Municipality of Anchorage Cloud and/or Offsite Hosting Specific Terms and Conditions

Contract # _____, Appendix ____

between Municipality of Anchorage and _____dated _____

This document shall become part of the final contract.

	Terms and Conditions Clauses 1-13 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.
1	**Data Ownership:** The Municipality of Anchorage (MOA) 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 MOA User accounts, or MOA 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 MOA's written request.
2	**Data Protection:** 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 MOA information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity, and availability of MOA information and comply with the following conditions: a) All information obtained by the Service Provider under this contract shall become and remain property of the MOA. b) At no time shall any data or processes which either belongs to or are intended for the use of MOA 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 MOA.
3	**Data Location**: The Service Provider shall not store or transfer non-public MOA data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access MOA data remotely only as required to provide technical support and must notify the MOA about this requirement.
4	**Encryption:** a) The Service Provider shall encrypt all non-public **data in transit** regardless of the transit mechanism. b) 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, financial data, federal/state tax information, and hashed passwords. The Service Provider's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with the MOA Cloud and Offsite Hosting Policy. Additionally, where encryption of data at rest is not possible, vendor must describe existing security measures that provide a similar level of protection.

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5	**Breach Notification and Recovery**: Alaska law (Chapter 45.48 Personal Information Protection Act) requires that an agency who owns or licenses personal information in any form that included personal information on a state resident, and a breach of the security of the information system that contains personal information occurs then that agency shall, after discovering or being notified of the breach, disclose the breach to each state resident whose personal information was subject to the breach and do so in the most expeditious time possible and without unreasonable delay, except as provided in Section 45.48.020 of the same chapter. Additionally, unauthorized access or disclosure of non-public data is considered to be a breach. The Service Provider will provide notification without unreasonable delay and all communication shall be coordinated with the MOA. When the Service Provider or their sub-contractors are liable for the loss, the Service Provider shall assume all costs associated with the investigation, response and recovery from the breach, for example: 3-year credit monitoring services, mailing costs, website, and toll free telephone call center services. The MOA shall not agree to any limitation on liability that relieves a Contractor from its own negligence or to the extent that it creates an obligation on the part of the MOA to hold a Contractor harmless.
6	**Notification of Legal Requests**: The Service Provider shall contact the MOA 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 MOA. The Service Provider shall not respond to subpoenas, service of process, and other legal requests related to the MOA without first notifying the MOA unless prohibited by law from providing such notice.
7	**Termination and Suspension of Service:** In the event of termination of the contract, the Service Provider shall implement an orderly return of MOA data in mutually agreeable format. The Service Provider shall guarantee the subsequent secure disposal of MOA data. a) Suspension of services: During any period of suspension or contract negotiation or disputes, the Service Provider shall not take any action to intentionally erase any MOA data. b) Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to intentionally erase any MOA 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 MOA data and shall thereafter, unless legally prohibited, dispose of all MOA data in its systems or otherwise in its possession or under its control as specified in section 7d) below. Within this 90 day timeframe, vendor will continue to secure and back up MOA data covered under the contract. c) Post-Termination Assistance: The MOA 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. d) Secure Data Disposal: When requested by the MOA, 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 MOA.

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	Terms and Conditions Clauses 1-13 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.
8	**Background Checks:** 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 a minimum of 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the MOA's information among the Service Provider's employees and agents.
9	**Data Dictionary:** Prior to go-live, the Service Provider shall provide a data dictionary in accordance with the MOA's Data Modeling Standard.
10	**Security Logs and Reports:** The Service Provider shall allow the MOA access to system security logs that affect this engagement, its data and or processes. This includes the ability for the MOA to request a report of the records that a specific user accessed over a specified period of time.
11	**Contract Audit:** The Service Provider shall allow the MOA to audit conformance including contract terms, system security and data centers as appropriate. The MOA may perform this audit or contract with a third party at its discretion at the MOA's expense. Such reviews shall be conducted with at least 30 days advance written notice and shall not unreasonably interfere with the Service Provider's business.
12	**Sub-contractor Disclosure:** 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.
13	**Operational Metrics:** The Service Provider and the MOA shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. Examples include but are not limited to: a) Advance notice and change control for major upgrades and system changes b) System availability/uptime guarantee/agreed-upon maintenance downtime c) Recovery Time Objective/Recovery Point Objective d) Security Vulnerability Scanning

By signing this Agreement, the Service Provider agrees to abide by all of the above Terms and Conditions.

Service Provider Name/Address (print): _____

_____

_____

Service Provider Authorizing Official Name (print): _____

Service Provider Authorizing Official Signature: _____

Date: _____

Form Revision Date: 01/13/2016