

**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.

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|          | <b>Terms and Conditions Clauses 1-9 are mandatory for every engagement.</b><br><b>This document will take precedence over any other terms.</b><br><b>Exceptions will be considered non-compliant and non-responsive.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>1</b> | <b>Data Ownership:</b> 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>2</b> | <b>Data Protection:</b> 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:<br><br>a) 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 express permission of or involvement by the MOA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>3</b> | <b>Notification of Legal Requests:</b> 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>4</b> | <b>Termination and Suspension of Service:</b> 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.<br><br>a) Suspension of services: During any period of contract negotiation or disputes, the Service Provider shall not take any action to intentionally erase any MOA data or suspend services.<br><br>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. Within this 90 day timeframe, vendor will continue to secure and back up MOA data covered under the contract.<br><br>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. |
| <b>5</b> | <b>Background Checks:</b> 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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| <b>6</b> | <b>Security Logs and Reports:</b> 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.                                                                                                                                                                                                                       |
| <b>7</b> | <b>Contract Audit:</b> 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.                                                                                                   |
| <b>8</b> | <b>Sub-contractor Disclosure:</b> 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.                                                                                                                   |
| <b>9</b> | <b>Operational Metrics:</b> 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: <ul style="list-style-type: none"><li>a) Advance notice and change control for major upgrades and system changes</li><li>b) System availability/uptime guarantee/agreed-upon maintenance downtime</li><li>c) Recovery Time Objective/Recovery Point Objective</li><li>d) Security Vulnerability Scanning</li></ul> |

**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:** \_\_\_\_\_