

Comanche ISD

Vendor Network Access Agreement

General Terms and Conditions

As a Vendor of Comanche ISD, the Vendor agrees to the following terms and conditions for the performance of the Scope of Services:

- a) Vendor shall provide Comanche ISD point-of-contact a list of Vendor employee(s) performing services under the Contract, Agreement, or Scope of Services. The list must be updated and provided, in writing, to the Comanche ISD point-of-contact within 24 hours of staff changes.
- b) Individual Vendor accounts will be assigned based on the employee list provided to Comanche ISD (see item a). Employee(s) MUST be on the list to receive an account.
- c) Vendor accounts ARE NOT, under any circumstances, to be shared between employee(s). ANY employee changes must be submitted, in writing, to Comanche ISD within 24 hours of such changes.
- d) Vendor employee(s) must notify, in writing, the Comanche ISD point-of-contact for Contract, Agreement, or Scope of Work PRIOR to accessing any Comanche ISD network and/or data systems. Such notification shall include: (i) description of the data Vendor will access, (ii) approximate time(s) Vendor will be making such access.
- e) Any Vendor device(s) (laptop, tablet, removable storage media, etc.) that is directly connected to any Comanche ISD network and/or data systems MUST have up-to-date virus protection and operating system (OS). Vendor shall be responsible for the cost of remediating any damage or harm that occurs to Comanche ISD, one of its clients, or a student or parent of a school district whose personally identifiable information (PII) Comanche ISD possesses in the event of an incident resulting from the Vendor connection to Comanche ISD's network and/or data systems.
- f) Vendor shall follow all applicable change control procedures and processes.
- g) All Vendor-provided or Vendor-installed maintenance equipment and/or software on the Comanche ISD network that connects to the non-Comanche ISD networks via telephone lines, leased lines, or the Internet will remain disabled except when used for authorized maintenance in accordance with the Contract, Agreement, or Scope of Services.

Limitation on Access to Data

Vendor agrees to access only such Comanche ISD data that is necessary for the completion of the Scope of Services in the agreement with the Vendor. The Vendor agrees and acknowledges that its access to Comanche ISD networks and data shall be controlled by Comanche ISD and such access shall be only for the specified amount of time to accomplish the Scope of Services. Should the Scope of Services take longer than anticipated than previously approved by Comanche ISD, the Vendor shall submit to the Comanche ISD point of contact, in writing, a request for an extension of time to access the Comanche ISD network and/or data in order to complete the Scope of Services.

Non Disclosure

- (a) In order to complete the Scope of Services, the Vendor may have access to Comanche ISD, it's client, and/or student Confidential and/or Proprietary Information. Any unauthorized use or disclosure of this information would cause serious and irreputable damage to Comanche ISD, its clients, or the students attending the public schools within its geographical boundaries.
- (b) "Confidential and/or Proprietary Information" includes, but is not limited to, the following:
1. Comanche ISD employee personally identifiable information;
 2. Personally identifiable information of one or more students who attend the public schools within its geographical boundaries;
 3. Texas Student Data System ("TSDS") including, but not limited to, Public Education Information Management System ("PEIMS") information relating to one or more students who attend the public schools within its geographical boundaries;
 4. Personal medical information relating to one or more students who attend the public schools within its geographical boundaries;
 5. Comanche ISD employee and organizational financial information;
 6. Information relating to consultant-developed trainings;
 7. Any information meeting the definitions of "personally identifying information" or "sensitive personal information" as defined by the Texas Business and Commerce Code §521.002;
 8. Any other data or information in any form (including all memoranda, notes, records, reports, manuals, and any other documents, both hard copy and electronic data) that is not generally known outside of Comanche ISD.

- (c) The Vendor agrees not to directly or indirectly use, divulge, disclose, or communicate to any person, organization, or entity any Confidential and/or Proprietary Information unless previously granted written permission from the Technology Director or designee of Comanche ISD to do so. The Vendor acknowledges and understands that Confidential and/or Proprietary Information is confidential and proprietary and both are of great value and importance to the success of Comanche ISD and its clients.
- (d) The Vendor agrees:
1. To use industry standards to safeguard the Confidential and/or Proprietary Information of Comanche ISD, its clients, and the students whose information Comanche ISD possesses and to prevent the unauthorized, negligent, or inadvertent disclosure thereof;
 2. Not to disclose, directly or indirectly, Confidential and/or Proprietary Information to any third-party, unless Vendor receives written authorization to do so from the IT Director or designee of Comanche ISD;
 3. To immediately notify the Comanche ISD point of contact in writing of any unauthorized, negligent, or inadvertent disclosure of Confidential and/or Proprietary Information;
 4. To use Confidential and/or Proprietary Information solely for the purpose of completing Scope of Services, and, under no circumstances is such information to be used for personal purposes.
 5. To the extent allowed by law, be liable to Comanche ISD for any and all damages and costs resulting from a disclosure or breach by Vendor in violation of this agreement, including any costs and expenses relating to mandated actions taken or penalties assessed under Texas Business and Commerce Code, Chapter 521. To the extent allowed by law, vendor shall be responsible, for indemnifying and holding harmless Comanche ISD and its directors, employees, contractors, and agents ("Indemnified Persons") against any expenses or costs, including attorneys' fees, incurred by such Indemnified Persons due to Vendor's failure to carry out an obligation, duty, or responsibility set forth in this agreement. Vendor agrees that, in the event of a breach (or threat of a breach) of this agreement, Comanche ISD is entitled to immediate and appropriate injunctive relief, or a decree of specific performance of this agreement, without the necessity of showing any irreparable injury or special damages.

Information Security Safeguards

The Vendor agrees to implement and maintain an information security program, including appropriate administrative, technical, and physical safeguards, that is designed with the latest industry standards to accomplish the following:

- (a) Ensure the security, integrity, and confidentiality of Confidential and Proprietary Information associated with Vendor's access to Comanche ISD networks and/or data systems.

- (b) Protect against any anticipated threats or hazards to the security, integrity, or confidentiality of such data;
- (c) Protect against unauthorized access to or use of such data that could result in harm or inconvenience to Comanche ISD, including, without limitation, implementing appropriate authentication and validation procedures.

Protocols for Security Breaches

- (a) The Vendor shall immediately notify Comanche ISD after becoming aware of any unauthorized access to, acquisition, disclosure, loss, use of, or any other potential corruption, compromise, or destruction of any Comanche ISD Confidential and/or Proprietary Information. Such notification shall include specific information regarding when the security breach occurred, the effect of the security breach on Confidential and/or Proprietary Information, and the corrective action(s) taken or planned to be taken in response to the security breach.
- (b) A security breach includes, but is not limited to, the following:
 - 1. Unauthorized activity that results in the compromise of the Vendor's information security program which makes possible access to Comanche ISD's Confidential and/or Proprietary Information, whether or not such access actually occurs;
 - 2. An instance in which the Vendor reports or receives an inquiry concerning a breach of its information security system to or from any law enforcement agency; and
 - 3. Any activity that meets the definition of a "breach of system security" as defined in the Texas Business and Commerce Code, Chapter 521.
- (c) The Vendor will assist and cooperate with Comanche ISD with respect to any investigation, disclosures to affected parties, and other remedial measures as requested by Comanche ISD or required under any applicable Privacy/Consumer Laws including, but not limited to, Texas Business and Commerce Code, Chapter 521, HIPAA, HIPAA Security Rule, HIPAA Privacy Rule, and FERPA. If a security breach is caused by the Vendor's failure to comply with the terms and conditions as set forth in this agreement, the Vendor shall promptly reimburse Comanche ISD for its costs and expenses, including any claims, internal administrative costs, third-party fees, and expenses (including identity protection services fees for affected persons for up to one year from the date of the breach, attorneys and consultants), and any other costs, damages, and losses incurred by Comanche ISD as a result of such security breach.
- (d) In the event of any security breach by the Vendor that requires notification to any person or entity, including any client, customer, student, parent, current or former director, or current or former employee of Comanche ISD under any Privacy/Consumer Laws, such notification shall be provided by Comanche ISD, unless otherwise approved and authorized by Comanche ISD in writing. Comanche ISD shall have sole control over the content, timing, and method of providing such notification.

(e) The Vendor will use its best efforts to promptly remedy, in accordance with state and federal law, any security breach or unauthorized access or acquisition of Confidential and/or Proprietary Information and deliver to Comanche ISD within five (5) business days of such security breach or unauthorized access or acquisition, a root cause assessment, and future incident mitigation plan with regard to any breach of security or unauthorized access or acquisition affecting Comanche ISD Confidential and/or Proprietary Information. The Vendor agrees to make a network security audit available to Comanche ISD upon request.

This Agreement is valid for one calendar year from the date of execution (see below). Upon expiration, a new Agreement will need to be signed by appropriate Vendor and Comanche ISD representatives.

AGREED TO AND EXECUTED as of the _____ day of _____, 20____

COMANCHE ISD:

VENDOR NAME:

Linda McGinnis
IT Director or Designee

Vendor Point of Contact, Signature

Linda McGinnis
Printed Name

Printed Name, Title