

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
ANGELO STATE UNIVERSITY
AND
Clyde CISD
RELATING TO THE USE OF THE ANGELO STATE REGIONAL SECURITY
OPERATIONS CENTER (RSOC) SERVICES**

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between Clyde CISD (RSOC Client or Receiving Entity) and ANGELO STATE UNIVERSITY (ASU) (referred to individually as a "Party" and collectively as the "Parties"), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791. This ILC is created to give effect to the intent and purpose of Chapter 2059, Texas Government Code, concerning Regional Network Security Centers, specifically sections 2059.201, 2059.202, 2059.203, 2059.204, and 2059.205 and authorizes RSOC Client to participate in the RSOC operated by ASU.

RSOC Client acknowledges and agrees that this ILC is with ASU and, therefore, RSOC Client does not have privity of contract with any ASU service provider(s). The RSOC shall use reasonable efforts to provide the services (the "Services") described in the Service Description.

SECTION I

CONTRACTING PARTIES

RSOC CLIENT: Clyde CISD

PERFORMING AGENCY: Angelo State University

ASU Contract No. ILC0011

SECTION II

STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of ILC and General Process

Per Government Code Section 2059.204, the Department of Information Resources (DIR) and its university partner may include, but is not obligated to, provide the following security services through the RSOCs:

- (a) real-time network security monitoring to detect and respond to network security events that may jeopardize this state and the residents of this state;
- (b) alerts and guidance for defeating network security threats, including firewall configuration, installation, management, and monitoring, intelligence gathering, and protocol analysis;
- (c) immediate response to counter network security activity that exposes this state and the residents of this state to risk, including complete intrusion detection system installation, management, and monitoring for participating entities;
- (d) development, coordination, and execution of statewide cybersecurity operations to isolate, contain, and mitigate the impact of network security incidents for participating entities; and

- (e) cybersecurity educational services.

This Interlocal Contract is between ASU and RSOC Client and does not replace or supersede any other contracts for services, such as those offered by DIR. The terms of relevant DIR Shared Services Contracts, where applicable, will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties.

SECTION III

RSOC CLIENT PARTICIPATION

3.1 RSOC Client Specific Requirements

RSOC Client shall notify ASU, in writing prior to execution of this ILC, of all RSOC Client-specific requirements ("RSOC Client-Specific Legal Requirements") that pertain to any part of RSOC Client's business that is supported by ASU under this ILC. The Parties intend that if the Parties agree such RSOC Client-Specific Requirements will be amended to this Interlocal Contract.. RSOC Client shall use commercially reasonable efforts to notify ASU, in writing, of any changes to RSOC Client-Specific Requirements that may, in any way, impact the performance, provision, receipt and use of Services. If necessary to facilitate ASU compliance, RSOC Client shall provide written interpretation to ASU of any RSOC Client-Specific Requirements. Should any Client-Specific Requirements that are amended after the execution of this ILC impede or otherwise impact the ability of ASU to perform the services provided for herein, ASU may terminate this ILC immediately without further obligation to the Client.

3.2 RSOC Responsibilities

The RSOC is responsible for:

- (a) provide security monitoring tools;
- (b) monitoring of security events;
- (c) notification of security events that require follow-up; and
- (d) reporting.

3.3 RSOC Client Responsibilities

Where appropriate, RSOC Client shall support the following:

- (a) Software currency standards are established for the environment. RSOC Clients are expected to remediate applications in order to comply with the standards
- (b) Ensure network connectivity and sufficient bandwidth to meet RSOC Client's needs
- (c) Collaborate with the RSOC to establish and leverage standard, regular change windows to support changes to enterprise systems.
- (d) Allocate appropriate resources to perform the installation and support of the RSOC tools to enable RSOC to provide the services.
- (e) Coordinate with the RSOC to facilitate the uninterrupted collection of the data required for the RSOC to perform the services.

- (f) Coordinate with the RSOC to act on planned and unplanned upgrades, maintenance, or other system changes within a mutually agreed upon timeframe.
- (g) Engage with the RSOC to act on reported incidents within a mutually agreed upon timeframe.
- (h) Provide a point of contact available to take immediate action on an RSOC reported incident or alert. Notify the RSOC immediately of any change to the point of contact or their contact information.
- (i) The Client authorizes the RSOC to do the following without prior consent should the Client's point of contact be unavailable or unresponsive after attempted contact. (Please select an Option below.)
 - Option 1
 - The RSOC shall isolate any host as needed to prevent spread and take action to stop threat.
 - Option 2
 - The RSOC shall isolate any host as needed to prevent spread and take action to stop threat except for Critical Assets designated by the Client. The RSOC will only isolate a critical asset in instances of known malware/ransomware.
- (j) RSOC Client has the duty to self-report any incidents to DIR.
- (k) RSOC Client acknowledges that RSOC may share information about RSOC reported incidents or alerts with DIR, this does not eliminate RSOC Client's responsibility of self-reporting to DIR.

RSOC Client acknowledges that any failure on its part to follow the above recommendations, including but not limited to the failure of Client to timely respond to an alert or incident from the RSOC, may place its own data and operations at risk.

3.5 RSOC Client Equipment and Facilities

- (a) Any use by ASU of RSOC Client Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC. RSOC Client will retain ownership of RSOC Client Equipment.
- (b) Should ASU RSOC deploy personnel to assist the RSOC Client on location, RSOC Client agrees to hold no harm.

3.6 Security

RSOC Client accepts the related potential risks and liabilities that are created by RSOC Client's failure to timely comply with the recommendations if it is determined by ASU and/or its service provider(s) in their sole discretion, such recommendations would have prevented an issue. ASU and/or service provider(s) accepts no responsibility for the risk or liability incurred due to a RSOC Client's decision to not follow ASU's recommendations. Additionally, failure to timely comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. ASU will give the RSOC Client notification of non-compliance.

Client acknowledges that it must notify the RSOC prior to granting a third-party access to RSOC systems. Approval of the third-party's access will be at the discretion of the RSOC. RSOC Client can request that access to, and disclosure of, RSOC Client's data or information may be requested via written request and will be granted at the sole discretion of the RSOC.

RSOC Client agrees to comply with security recommendations. RSOC Client agrees to inform ASU as to any RSOC Client specific security considerations. RSOC Client acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk.

SECTION IV

TERM AND TERMINATION OF CONTRACT AND SERVICES

4.1 Term and Termination of ILC

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties. This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in RSOC Client's Requests for Services, including the continued availability of sufficient relevant state funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services. We recommend a minimum term of 6 months/1 year to be part of the program.

RSOC Client shall provide at least sixty (60) days' written notice to ASU prior to termination. If this ILC is terminated for any reason other than change in funding for RSOC program, lack of sufficient funds, lack of statutory authority, or material breach by ASU, RSOC Client shall pay ASU an amount sufficient to reimburse ASU for any termination charges and any termination assistance charges incurred as a result of such termination by RSOC Client.

4.2 Termination of Services

ASU may terminate this ILC by giving the Client sixty (60) calendar days written notice.

SECTION V

MISCELLANEOUS PROVISIONS

5.1. Discovery of Allegedly Illicit/Illegal Content

In conducting the services authorized by RSOC Client, RSOC may inadvertently uncover obscene, excessively violent, harassing, or otherwise objectionable material that may violate State or Federal law, including material that may infringe the intellectual property of a third party on RSOC Client devices or networks. RSOC shall notify highest level executive or other appropriate individual as deemed reasonable by the RSOC based on the circumstances of the existence of all such objectionable and/or potentially illicit material so that RSOC Client may deal with the objectionable and/or potentially illicit material as it deems appropriate.

If RSOC accesses child pornography, as defined in the Child Sexual Exploitation and Pornography Act, 18 U.S.C., Chapter 110, in conducting approved Services, RSOC shall report existence of such contraband to RSOC Client's highest-level executive or other appropriate individual as deemed reasonable by the RSOC based on the circumstances and an appropriate law enforcement agency.

If RSOC accesses information that they perceive as a serious threat to human life or safety in conducting the approved Services, RSOC shall report such threat to RSOC Client's highest-level executive or other appropriate individual as deemed reasonable by the RSOC based on the circumstances and an appropriate law enforcement agency.

5.2. Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by ASU in connection with the RSOC is information collected, assembled, and maintained for ASU. If RSOC Client receives a Public Information Act request for information that RSOC Client possesses, RSOC Client shall respond to the request as it relates to the information held by RSOC Client. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other, but both Parties agree to inform the other Party upon receipt and prior to responding to a Public Information Act Request related to this ILC or the services contemplated herein.

5.3. Confidential Information

Each Party shall maintain the confidentiality information to the same extent that and with the same degree of care used to protect their own confidential information. ASU acknowledges that RSOC Client may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including ASU.

ASU and RSOC Client shall determine whether:

- (a) RSOC Client is subject to the Family Education Rights and Privacy Act of 1974 (FERPA) regulations at 34 Code of Federal Regulations Part 99;
- (b) RSOC Client receives Federal tax returns or return information and must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075; or
- (c) if RSOC Client is subject to any other requirements specific to the provision of Services.

The Parties shall negotiate in good faith to determine the ability of and mechanisms for ASU to receive data or information protected by such regulations.

5.4. Ownership of Data

The RSOC Client will retain full ownership of the data the RSOC Client feeds to ASU as part of this Interlocal Contract including all right(s), title, and interest in or to the data. ASU is permitted to use the data as needed to perform services provided under this Interlocal Contract. In support of the mission and purpose of the RSOC, the RSOC Client further agrees to provide the RSOC with copies of any investigation or other internal review of any security incident, whether conducted by the RSOC Client or any third party acting on the RSOC Client's behalf. At termination of contract, ASU will destroy or redact all identifying data provided by RSOC Client within thirty (30) days of termination.

5.4.1 For purposes of this ILC, ASU hereby acknowledges its obligations to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), including but not limited to the obligation to maintain confidentiality of student education records. The District hereby designates ASU as a "School Official" as an outside service provider used by the RSOC

Client to perform institutional services, only to the extent that access to the records is required in order to carry out the obligations under this ILC. The Parties understand that any unauthorized disclosure of confidential student information is illegal as provided in FERPA and its implementing regulations. Disclosure of confidential student information received under this ILC to a third party is not authorized. Within thirty (30) days of the effective termination of this ILC, ASU shall return any confidential student information or records to RSOC Client lawfully obligated to maintain the confidentiality of such information or records.

5.5. Notification Information

Contact information for purposes of notification for each Party is set forth below.

RSOC Client's Primary Contact for contract

Name: Bryan Allen
Title: Superintendent
Address: 526 Shalimar Drive, Clyde, TX 79510
Telephone: 325-893-4222
Email: ballen@clydeisd.org

ASU's Primary Contact for contract

Name: Donald Topliff
Title: Provost & Vice President for Academic Affairs
Address: ASU Station #11008, San Angelo, TX 76909
Telephone: 325-942-2165
Email: donald.topliff@angelo.edu

5.6. Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

5.7. Amendments

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

5.8. Conflicts between Agreements

If the terms of this Interlocal Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail.

5.9. Responsibilities of the Parties

The Parties shall comply with all federal, state, and local laws; statutes; ordinances; rules and regulations; and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, ASU will cooperate with RSOC Client in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC. RSOC Client shall comply with all policies, procedures, and processes as provided by ASU.

In the event RSOC Client actions, failure to perform certain responsibilities, or Request for Services result in financial costs to ASU, including interest accrued, those costs shall be the responsibility of RSOC Client. ASU and RSOC Client shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract.

5.10. Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that:

- (a) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of RSOC Client or their designees may conduct audits or investigations of any entity receiving funds from the state directly under this Interlocal Contract or indirectly through a subcontract under the Contracts;
- (b) that the acceptance of funds directly through this Interlocal Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of RSOC Client or their designees to conduct audits or investigations in connection with those funds; and
- (c) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

5.11. General Terms

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to RSOC Client. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to RSOC Client by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, RSOC Client does not waive any privileges, rights, defenses, remedies or immunities available to RSOC Client.

This Interlocal Contract will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Interlocal Contract is in Texas state courts in San Angelo, Tom Green County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Tom Green County, Texas. If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

5.12. Liability

ASU is not responsible to defend, indemnify, or hold RSOC Client harmless for or against any actions, claims, or complaints, whether formal or informal, actual, or threatened, arising from the failure to act by indemnitor (including, without limitation, negligent or willful misconduct).

RSOC Client is not responsible to defend, indemnify, or hold ASU harmless for or against any actions, claims, or complaints, whether formal or informal, actual, or threatened, arising

from the failure to act by indemnitor (including, without limitation, negligent or willful misconduct).

The RSOC Client understands that, while RSOC services will likely improve and support the cybersecurity posture of the RSOC Client, there is no guarantee provided or asserted in any way that this service can or will block all attacks or prevent all breaches. In the event of a successful attack and or breach, the RSOC Client understands that based on many factors, including system settings, user behaviors, log and other information availability, etc. it may not be possible to stop, or identify the source of, a compromise or breach. Furthermore, through this service, it may not be possible to determine the precise number of records affected in the event of a breach.

5.13. Signatory Warranty

Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

SECTION VI

CERTIFICATIONS

The undersigned Parties hereby certify that:

- (a) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government;
- (b) this ILC serves the interest of efficient and economical administration of State Government; and
- (c) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this ILC effective on date of last signature below.

RECEIVING ENTITY: Clyde CISD

By:

Printed Name:

Title:

Date:

Indicate Option 1 or 2 from section 3.3.i:

Signature:

PERFORMING AGENCY: ANGELO STATE UNIVERSITY

By:

Printed Name:

Title:

Date:

Signature: