

Consulting and Professional Services, Information Technology

Cybersecurity Safeguards

The firm awarded the contract (“Contractor”, “Vendor”) is expected to comply with all cybersecurity safeguards defined by the Moraine Park Technical College District (“College”, “MPTC”) including, but not limited to, the following as applicable.

1. **Account Security** – Access to MPTC technology requires robust account practices that include strong passwords and multi-factor authentication.
 - Vendor access to the MPTC network will be provided based on the principle of least privilege and role-based access controls.
 - Vendor accounts will not be shared between multiple people. Each user should have their own account.
 - Vendor accounts will be secured with long, complex passwords meeting minimal complexity requirements imposed by MPTC.
 - Vendor accounts will be secured with multi-factor authentication (MFA).
2. **End Point Protection** – Access to MPTC data and technology should be limited to those devices that are patched regularly and protected with anti-malware software.
 - Vendor access to the MPTC network will be provided via MPTC’s Virtual Desktop Infrastructure.
 - MPTC virtual desktops are comprised of a Windows desktop and a suite of applications tailored to the specific use case needs.
 - No MPTC software assets will be installed on vendor devices without formal Information Technology approval.
 - Vendor owned software assets are not allowed to be installed on MPTC devices without formal Information Technology approval.
 - Vendor owned devices accessing the MPTC network must be protected by up-to-date anti-malware software.
3. **Securely Manage Data** – The handling of MPTC data should include best practices for both storing and transmission. Depending on sensitivity, this may include encryption or other safeguards to prevent unauthorized access to that data.
 - Vendor work products should be stored in the MPTC network ecosystem or remain accessible by MPTC with appropriate access controls.
 - Vendor downloading of MPTC data assets away from the MPTC network ecosystem is strongly discouraged.
 - Depending on sensitivity, appropriate safeguards such as data encryption should be employed for MPTC data in transit and at rest.
4. **Regulatory Compliance** – Depending on the classification of data being handled, there may be various regulatory compliance safeguards that must be adhered to by both MPTC and third-party vendors. It is critical that regulatory compliance is maintained when applicable.

- Vendors working with MPTC data controlled by regulatory compliance entities must follow the practices and guidelines imposed by those requirements.

5. Due Diligence – As a vendor of MPTC, it is expected that there be a pattern of resiliency, security, and observance of best practices when interfacing with MPTC data and technology.

- Vendors may be asked to provide additional information about their Company's security practices, including completing a Vendor Security Questionnaire.
- Vendors are expected to comply with MPTC's Acceptable Use of Computing Resources Policy.

Indemnification Clause

The firm awarded the contract ("Contractor") shall indemnify, hold harmless, and, not excluding the Moraine Park Technical College District's right to participate, defend the Moraine Park Technical College District ("College"), its officers, trustees, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the workers' compensation law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

Action Required by Contractor in the Event of Data Security Breach

Contractor shall take reasonable steps to immediately remedy any Security Breach and prevent any further Security Breach at Contractor's expense in accordance with applicable privacy rights, laws, regulations, and standards. Contractor shall reimburse the College for actual costs incurred by the College in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.

The Contractor shall:

- provide the College with the name and contact information for an employee of Contractor who shall serve as the College's primary security contact and shall be available to assist the College twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- notify the College of a Security Breach as soon as practicable, but no later than 72 hours after Contractor becomes aware of it; and
- notify the College of any Security Breaches by telephone and with a copy by e-mail to the College's primary business contact.

Immediately following Contractor's notification to the College of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to reasonable cooperate with the College in handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the College with physical access to the facilities and operations affected; (iii) facilitating interviews with

Contractor's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise required by the College.

Right To Audit

Upon the College's written request, to confirm Contractor's compliance with this Agreement, as well as any applicable laws, regulations and industry standards, the Contractor grants the Moraine Park Technical College District or, upon the College's election, a third party on the College's behalf, permission to perform an assessment, audit, examination or review of all controls in Contractor's physical and/or technical environment in relation to all information being handled and/or services being provided to the Moraine Park Technical College District pursuant to this Agreement. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores or transports information for the Moraine Park Technical College District pursuant to this Agreement. In addition, upon the College's written request, Contractor shall provide the College with the results of any audit by or on behalf of the Contractor performed that assesses the effectiveness of the Contractor's information security program as relevant to the security of the College's data.

Insurance Requirements

Contractor and subcontractors shall procure and maintain all required insurance until all their obligations have been discharged, including any warranty periods under this contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The Moraine Park Technical College District in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors, and Contractor is free to purchase additional insurance as may be determined necessary.

Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form: Policy shall include:

- bodily injury,
- property damage, and
- liability assumed under an insured contract, including defense costs.

The policy shall be endorsed to include the following additional insured language: "The Moraine Park Technical College District, its affiliated organizations, successors, or assignees, its officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor."

Minimum Limits:	
Per Occurrence Limit	\$3,000,000
Products/Completed Operations Per Occurrence	\$2,000,000
Personal/Advertising Injury	\$1,000,000

2. **Automobile Liability** (can be waived if contract does not involve use of motor vehicles): Coverage to include bodily injury and property damage for any:

- owned,
- hired, and
- non-owned vehicles used in the performance of this contract.

Minimum Limits:	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000

3. **Workers' Compensation and Employers' Liability**

Minimum Limits:	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers' Liability)	Meet State of Wisconsin minimum limits

4. **Professional Liability** (Errors and Omissions Liability), including Network Security and Privacy (Cyber) Liability: The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this contract.

In the event that the professional liability insurance required by this contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of the contract.

If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

Contractor shall provide the College with evidence (via certificate of insurance) that the required coverage is kept in force for the specified number of years. The insurance shall provide coverage for the following risks:

- Liability arising from theft, dissemination, and/or use of confidential information (a defined term including, but not limited to, bank account and credit card account information and personal information, such as name, address, social security numbers, etc.) stored or transmitted in electronic form.
- Network security liability arising from the unauthorized access to, use of, or tampering with computer

systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.

- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

Additional Requirements:

- The policy shall be endorsed to include additional insured language, such as: "The Moraine Park Technical College District, its affiliated organizations, successors, or assignees and its officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor."

Minimum Limits for Service Contracts up to \$500,000	
Per Occurrence	\$1,000,000
Minimum Limits for Service Contracts over \$500,001	
Per Occurrence	\$3,000,000

5. **Crime Coverage, if applicable** Coverage shall include employee dishonesty, forgery, or alteration and computer fraud. If Contractor is physically located on the College's premises, third-party fidelity coverage extension shall apply.

The policy shall include coverage for all employees of the Contractor.

- The bond or policy shall include coverage for extended theft and mysterious disappearance.
- The bond or policy shall not contain a condition requiring an arrest and conviction.

Minimum Limits:	
Per Occurrence	\$3,000,000

6. Network Security/Breach Response/Cybersecurity Coverage (Per Occurrence)

Breach Response	
Notified Individuals	500,000
Legal, Forensic & Public Relations	\$500,000
Business Interruption Loss	
Resulting from Security Breach	\$3,000,000
Resulting from System Failure	\$3,000,000
Dependent Business Loss	
Resulting from Dependent Security Breach	\$3,000,000
Resulting from Dependent System Failure	\$1,500,000
Cyber Extortion Loss	\$3,000,000
Data Recovery Costs	\$3,000,000
Liability	
Data & Network Liability	\$3,000,000
Regulatory Defense & Penalties	\$3,000,000
Payment Car Liabilities & Costs	\$3,000,000
eCrime	
Fraudulent Instruction	\$100,000
Funds Transfer Fraud	\$100,000
Telephone Fraud	\$100,000
Criminal Reward	\$50,000

Additional Insurance Requirements

All Policies

The policies shall include, or be endorsed to include the following provisions:

- On insurance policies where the Moraine Park Technical College District is named as an additional insured, the Moraine Park Technical College District shall be an additional insured to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.
- The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the College, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly to the Moraine Park Technical College District, Occupational Health, Safety & Risk Manager, 235 N. National Avenue, Fond du Lac, WI 54935 or via email to riskmgmt@morainepark.edu. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the College of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Wisconsin and with an "A.M. Best" rating of not less than A- VII. The Moraine Park Technical College District in no way warrants

that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage

Contractor shall furnish the College with certificates of insurance (ACORD form or equivalent) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the College before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this contract shall be sent directly to the College via email at riskmgmt@morainepark.edu. The project/contract number and project description shall be noted on the certificate of insurance. The Moraine Park Technical College District reserves the right to require complete, certified copies of all insurance policies required by this contract at any time.

Subcontractors

Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies, or Contractor shall furnish to the College separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

Approval

Any modification or variation from the insurance requirements in this contract shall be made by the Occupational Health, Safety & Risk Manager whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.