

Information Protection Agreement

NOTE: THIS AGREEMENT IS REQUIRED TO BE COMPLETED AND FILED WITH THE INFORMATION SECURITY OFFICER AT THE NEW YORK STATE EDUCATION DEPARTMENT PRIOR TO CONNECTION TO STATE EDUCATION DEPARTMENT EQUIPMENT AND NETWORKS.

- I. Parties to the Agreement:** The parties to this Information Protection Agreement (“IPA”) are the New York State Education Department, a New York State Agency with principal offices located at 89 Washington Avenue, Albany, New York, 12234 (“NYSED”), and **[INSERT VENDOR’S NAME]** with offices located at **[INSERT VENDOR ADDRESS]** (the “Vendor”).
- II. Purpose of the Agreement:** Pursuant to the **[INSERT CONTRACT INFORMATION HERE]** contract agreement between NYSED and the Vendor (the “Contract”), the Vendor has been retained by NYSED to perform the following services: **[INSERT INFORMATION REGARDING WHAT THE DELIVERABLE / SERVICES TO BE PERFORMED BY VENDOR ARE, SUCH AS WHEN ARE THEY STARTING, WHERE ARE THEY DOING THE WORK, WHAT EXACTLY ARE THEY DOING, ETC. – IF THE VENDOR IS WORKING ON A SYSTEM, REFERENCE (the “System”)]** (the “Services”).
- III. NYSED Requirements:**
- A. Information Security Policy** – the Vendor acknowledges the receipt of a copy of the NYSED’s Information Security Policy and agrees to adhere to the policy and any amendments thereto. NYSED will promptly forward to the Vendor a copy of any amendments **[REMINDER - PLEASE ATTACH]**.
 - B. Virus Protection** – the Vendor agrees to ensure up-to-date virus protection on all equipment used to access NYSED’s equipment/network.
 - C. Firewall Protection** – the Vendor agrees to ensure properly configured firewall protection on all equipment used to access NYSED’s equipment/network.
 - D. Authorized Vendor Employees** – the Vendor will provide to the NYSED Information Security Office (“ISO”) a list of the Vendor’s employees who are authorized to access NYSED’s equipment/network remotely and/or on-site. The list may be amended by prior written notice to NYSED and only the Vendor’s employees on the current list may access NYSED’s equipment/network.
 - E. Security of Information**
 - IDs and passwords to access NYSED’s equipment/network should be kept secure and should not be shared with anyone else.
 - Passwords must adhere to the attached NYSED Password Policy and Guidelines **[REMINDER - PLEASE ATTACH]**.
 - The Vendor is responsible for any action or activity associated with their account holders’ ID and password.
 - F. Limit of Access** – The Vendor agrees to restrict its access to only the System as is necessary to complete the Services, unless otherwise directed in writing by the ISO. The Vendor agrees to inform the ISO when access is required to the System, and the Vendor will promptly notify the ISO when work is complete. The Vendor will not connect any non-NYSED owned equipment to NYSED’s Network without prior written approval by the ISO.

- IV. **Effective Date:** Unless otherwise agreed to by the parties and indicated below, the effective date of this IPA shall be the date upon which the Vendor signs the IPA.

- V. **Termination:** Without limiting the rights and remedies of NYSED available under applicable law and notwithstanding any contrary provisions in the Contract, NYSED may, in its sole and absolute discretion, terminate this IPA at any time, either without or with cause, including, but not limited to, if NYSED determines that the Vendor has violated a term of the provisions of this IPA or the underlying Contract for the Services.

- VI. **Jurisdiction and Venue:** This IPA will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provisions. Any action, suit or proceeding arising or relating to this IPA shall be brought in a court of competent jurisdiction in the County of Albany, State of New York, to the exclusion of any other appropriate forum, and the parties hereto consent to the sole jurisdiction of the state and federal courts sitting in the County of Albany, State of New York.

- VII. **Signatories:** All signatories to this IPA hereby certify that each has the authority to bind NYSED and the Vendor as applicable.

NYSED Authorized Signatory

Name: _____
 Signature: _____
 Title: _____
 Date: _____

[INSERT VENDOR'S NAME]
Authorized Signatory

Name: _____
 Address: _____

 Signature: _____
 Title: _____
 Date: _____
 Phone: _____

Notary Stamp (Required for **[INSERT VENDOR'S NAME]**)

State of: _____
 County of: _____