|  |
| --- |
|  [ ]  Research Project |
|  [ ]  Implementation Project |

#### STATE OF TEXAS §

**COUNTY OF TRAVIS §**

**RESEARCH and TECHNOLOGY IMPLEMENTATION**

**PROJECT AGREEMENT**

**to**

**[INSERT PROJECT/IMPLEMENTATION NAME FOR EXAMPLE,**

**"*Develop Traffic Signal Coordination Strategies to Improve Mobility for Congested Urban Arterials*"]**

**THIS AGREEMENT** is made pursuant to the terms and conditions of a Cooperative Research and Implementation Agreement (CRIA) entered into by and between the State of Texas, acting through the Texas Department of Transportation (Receiving Agency) and the **[INSERT UNIVERSITY NAME(s)]** (Performing Agency).

This Project Agreement is in accordance with:

**[ ]** CRIA, Article 9 – BUDGET, A. Research Programs and is considered a part of the Annual Program.

**[ ]** CRIA, Article 9 – BUDGET, B. Independent Projects and is considered an independent project.

# BACKGROUND

Federal law establishes federally funded highway programs, including the State Planning and Research Program. Federal and state law requires the Performing Agency to meet certain contract standards relating to the management and administration of State and Federal funds.

**NOW THEREFORE,** the Receiving Agency and the Performing Agency agree as follows:

# AGREEMENT

**1. Period of the Agreement**

**A.** Payment under this agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, the Agreement is subject to immediate termination, in whole or in part with no liability to either party. This Agreement shall remain in effect until the Project Termination Date of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

**B.** The Performing Agency shall not proceed with any work or incur any costs in any given fiscal year until the Receiving Agency issues an Activation Letter to the Performing Agency as written notice of initial project approval authorizing work to begin within each fiscal year.

**2. Project Abstract and Work Plan, and Project Schedule**

The Performing Agency shall complete the project named above and as further detailed in Exhibit A, Project Abstract and Work Plan, and Exhibit C, Project Schedule, which are attached to and made part of this Agreement.

**3. Project Supervision**

The Performing Agency Principal Investigator whose agency shall be the lead agency, and other primary research staff, are named below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|   | **Name** | **Title** | **Agency** | **Email** |
| Principal Investigator |       |       |       |       |
| Researcher or PI |       |       |       |       |
| Researcher or PI |       |       |       |       |
| Researcher or PI |       |       |       |       |

**4. Uses of Funds**

The total estimated cost of the Project is shown in Exhibit B, Itemized Project Budget Estimate, which is attached and made part of this Agreement. Exhibit B, Itemized Project Budget Estimate, which includes all direct and indirect costs, in accordance with Article 9, Budget of the CRIA, details project costs for each fiscal year of the project, in accordance with 2 CFR 200. Exhibit B, Itemized Project Budget Estimate must comply with the requirements of the latest TxDOT University Handbook.

1. The Receiving Agency will pay for only those Project costs that have been approved by the Federal Highway Administration (FHWA). The State and the Federal Government will not reimburse the Performing Agency for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the Receiving Agency will send the Activation Letter to the Performing Agency outlining the obligation of funds including federal award information. The Performing Agency is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

 **B.** The Performing Agency is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the Receiving Agency and the TxDOT University Handbook no more frequently than monthly, and no later than One Hundred Twenty (120) days after costs are incurred.

**5. Information Technology (IT) Deliverables to the Receiving Agency**

Performing Agency, referred to as “Contractor” in this section and Exhibit D, shall perform its work in accordance with Exhibit D, Information Resources and Security Requirements. A Contractor-Related Entity might create, access, transmit, store, or use <Public | Sensitive | Confidential | Regulated> TxDOT data in a Contractor-Related Entity Environment. Contractor shall ensure that Contractor-Related Entity Environments comply with the TxDOT <Low |Moderate |High> Security Baseline <with the <Sensitive, Privacy, PCI, CJIS> Overlay; remove if no Overlays apply>.

**6. Termination**

This Agreement may be terminated in accordance with Article 29 – Termination of Program or Project, of the CRIA.

**7. Amendments**

Amendments to this Agreement shall be in writing and shall be executed by all parties and in accordance with Article 8 – Amendments, of the CRIA.

**8. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, electronically, postage prepaid, addressed to that party at the following address:

|  |  |
| --- | --- |
|  **Performing Agency:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  **Receiving Agency:**Research and Technology Implementation Division Texas Department of Transportation125 E. 11th StreetAustin, Texas 78701, orRTIMAIN@txdot.gov |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**9. Responsibilities of the Parties**

 Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

**10. Sole Agreement**

 This Agreement, together with the CRIA, supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

**11. Cost Principles**

 In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**12. Lobbying Certification**

In executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

**A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Performing Agency shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

**C.** The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**13. Federal Funding Accountability and Transparency Act Requirements**

**A.** Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

**B.** The Performing Agency agrees that it shall:

1. Obtain and provide to the Receiving Agency a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: www.sam.gov.

 2. Obtain and provide to the Receiving Agency a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**14. Energy Company Boycott**

 The Performing Agency verifies that:

 1. It does not, and will not for the duration of the contract, boycott energy companies; or

 2. The verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

 If circumstances relevant to this provision change during the course of the contract, Performing Agency shall promptly notify Receiving Agency.

 **15. Firearm Entities and Trade Association Discrimination**

The Performing Agency verifies that:

 1. It does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; or

 2. The verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

 If circumstances relevant to this provision change during the course of the contract, Performing Agency shall promptly notify Receiving Agency.

**16. Signatory Warranty**

 Each signatory warranty that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the Receiving Agency and the Performing Agency in duplicate.

|  |  |  |
| --- | --- | --- |
| **THE PERFORMING AGENCY**(Univ name) |  | **THE RECEIVING AGENCY**Texas Department of Transportation |
| AUTHORIZED SIGNATURE |  | AUTHORIZED SIGNATURE |
|  |  | Kenneth StewartDirector of Contract Services  |
| TYPED OR PRINTED NAME AND TITLE |  | TYPED OR PRINTED NAME AND TITLE |
|  |  |  |
| DATE |  | DATE |

Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For inquiries call 512/416-4730.

**eXHIBIT A**

**PROJECT ABSTRACT and**

**WORK PLAN**

1. Project Abstract

*Each proposal shall contain a project abstract that summarizes the project objectives and tasks. The abstract shall be no more than 200 words and is prepared free form (no RTI form needed). This section of the selected proposal will become part of the Project Agreement; the Abstract shall be direct. Use contractual phrases which are definitive, such as – “this project shall”, rather than “we propose to” or “the proposed project will”.*

*The primary value of the abstract is to clearly and succinctly describe the project. The ability to succinctly summarize the work proposed to do help demonstrate the understanding of the project.*

*For successful proposals, the abstract is used to enter a project description into relevant databases, including:*

* *Receiving Agency's research database(s)*
* *Transportation Research Board’s (TRB) Research in Progress system*
1. Implementation (for research projects only)

*Receiving Agency shall include a free form section by this title that presents the researcher's assessment of potential areas for application of the research findings, such as changes in specifications, standards, or department policies. If included, this section shall also include an assessment of which the Receiving Agency’s operations will be affected.*

*When writing the implementation section, consider the project being proposed, and what the project results will look like. If including thoughts about the implementation will better explain the project or knowledge of the area, include the section.*

*For projects expected to produce results which could be implemented either during the progress of the project or shortly after completion, material in this section might include an assessment of several issues.*

*The form in which the findings would be most effectively reported*

* *mathematical model or formula*
* *laboratory test procedure*
* *design techniques*

*The organization logically responsible for application of the results*

* *American Association of State Highway and Transportation Officials (AASHTO)*
* *Federal Highway Administration (FHWA)*
* *Receiving Agency’s Division or District*

*The specific medium of practice that would be changed or developed by the findings*

* *AASHTO Standard Specifications*
* *TxDOT Standard Specifications*
* *special specifications*

*The best method to convey the research findings to operating personnel for use*

* *circulation of a written report*
* *personal contact with operating personnel*
* *demonstrations*
* *movie, slide, or videotape presentation*
* *field manuals*
* *training classes*
1. **Work Plan**

*The Work Plan is a free form section that shall fully describe the approach researchers intend to use and specify how the project will be structured and performed.*

*For joint projects or projects with subcontractors, the Work Plan shall specify which entity(s) will be performing the work on each task. Subcontractors shall not be identified by name.*

*Ideally, each task in the Work Plan is separate and distinct. A well written Work Plan will also describe dependencies and relationships between the tasks, including the project’s critical path.*

*The Work Plan for a research and implementation project shall contain at least the following information.*

* *How the project and each task will be managed.*
* *Principles or theories to be used.*
* *Possible solutions to the problem.*
* *The device, process, material, or system to be developed or enhanced, when applicable.*
* *Critical experiments to test the applicability of the theory or the item developed.*
* *Data analysis and statistical procedures.*

*Proprietary techniques owned by the Performing Agency can and shall be discussed in a way that demonstrates the researchers’ knowledge and skill without revealing any proprietary information owned by the university.*

*The Work Plan shall not include additional information about the background and significance of the project, or researchers’ qualifications. That information belongs in other sections of the proposal. The ability to describe a clear, complete and concise Work Plan helps demonstrate the management skills and knowledge of the project.*

*Each task in the Work Plan shall highlight the expected deliverable or outcome from the work performed in the task and cross reference to the deliverables table. The deliverables can be in the form of white papers, work products (excel spreadsheets, instructor manuals, models, enhanced or developed systems, devices), workshops, and technical reports to name a few.*

**Task 1.  Project Management**

The Performing Agency shall document all findings from this project, submit monthly progress reports, and attend project progress meetings as scheduled by and in conjunction with the Receiving Agency.

The documentation/deliverables/meetings shall include:

* Kickoff meeting. The Receiving Agency shall schedule a kick-off meeting with the Performing Agency.
* Progress meetings. Throughout the project, the Receiving Agency shall schedule meetings to discuss topics such as the project status, task results from the work plan, future activities, and issues that might have emerged since the last progress meeting; as well as complete the Midpoint Survey Form.
* Close-out meeting. The Receiving Agency shall schedule a close-out meeting with the Performing Agency within the last month before the project termination date to discuss the final deliverables and findings of all tasks.
* Technical Memoranda (TM). The Performing Agency shall document project progress and findings for each task as defined in the Project Schedule.
* Research Report (R1). The Performing Agency shall completely document the work performed, methods used, and results achieved. The Value of Research (VoR) shall be included within R1A (draft) and R1B (final).
	+ Working in conjunction with the Receiving Agency, the Performing Agency shall determine the project’s VoR based on the development of the qualitative and economic benefit areas designated by the Receiving Agency during the project.
	+ The Receiving Agency will define the benefit areas for the Receiving Agency and/or the State in the Midpoint Survey. The Performing Agency shall calculate the VoR using the Receiving Agency’s VoR form and include the information within R1A and R1B.
* Project Summary Report (PSR). The Performing Agency shall highlight the key findings and recommendations from the project.
* Reports R1, PSR, and all TM shall be accessibility compliant per the University Handbook for all submissions, including drafts.
* Monthly Progress Reports (MPRs). The Performing Agency shall summarize activities completed during the previous month and highlight issues that might have emerged during the previous month.
* Video Summary Report (VSR). As requested by the Receiving Agency, the Performing Agency shall coordinate with the Receiving Agency to produce a VSR of the work performed during the project. VSR work shall include but not be limited to: availability for on-camera interviews, script preparation, coordination with the Receiving Agency for field and lab filming opportunities, and performance of other video creation support tasks.

**Deliverables:** The Performing Agency shall submit the MPRs, TMs, R1A, R1B, and PSR via email to RTIMain@txdot.gov, copying the Receiving Agency Project Manager, per Exhibit C, Project Schedule.

**Task [#].  [Task Title]**

[Task description\_ Insert 1-3 paragraph for each task]

**Deliverables:** The Performing Agency shall submit the Technical Memorandum [#] (TM[#]) via email to RTIMain@txdot.gov, copying the Receiving Agency Project Manager, per Exhibit C, Project Schedule.

**Task 1.  Project Management for Implementation projects only, if not applicable, delete.**

The Performing Agency shall document all findings from this project, submit monthly progress reports, and attend project progress meetings as scheduled by and in conjunction with the Receiving Agency.

The documentation/deliverables/meetings shall include:

* Kickoff meeting. The Receiving Agency shall schedule a kick-off meeting with the Performing Agency.
* Progress meetings. Throughout the project, the Receiving Agency shall schedule meetings to discuss topics such as the project status of the research, research results from the work plan, future activities, and issues that might have emerged since the last progress meeting; as well as complete the Midpoint Survey Form.
* Close-out meeting. The Receiving Agency shall schedule a close-out meeting with the Performing Agency within the last month before the project termination date to discuss the final deliverables and findings of all tasks.
* Technical Memoranda (TM). The Performing Agency shall document project progress and findings for each task as defined in the Project Schedule.
* Project Summary Report (PSR). The Performing Agency shall highlight the key findings and recommendations from the project.
* Monthly Progress Reports (MPRs). The Performing Agency shall summarize activities completed during the previous month and highlight issues that might have emerged during the previous month.
* Reports R1, PSR, and all TM shall be accessibility compliant per the University Handbook for all submissions, including drafts.
* Video Summary Report (VSR). As requested by the Receiving Agency, the Performing Agency shall coordinate with the Receiving Agency to produce a VSR of the work performed during the project. VSR work shall include but not be limited to: availability for on-camera interviews, script preparation, coordination with the Receiving Agency for field and lab filming opportunities, and performance of other video creation support tasks.

**Deliverables:** The Performing Agency shall submit the MPRs, TMs, R1A, R1B, and PSR via email to RTIMain@txdot.gov, copying the Receiving Agency Project Manager, per Exhibit C, Project Schedule.

1. Assistance or Involvement by Receiving Agency

*In this section, describe any assistance the Performing Agency(s) expects by the Receiving Agency, other than project oversight normally provided by the Project Team of advisors. Include the relevant task number(s) in the description. If no assistance will be needed, other than that normally provided by the Project Team, state “none” in this section.*

*Be specific so Receiving Agency can realistically estimate the cost of assistance requested. The cost of this assistance must be found to be affordable and feasible for the project to be approved.*

*Receiving Agency assistance may include items such as core drilling, traffic control, testing, materials, and supplies, providing data files, or maps. The cost of this assistance is covered by Receiving Agency directly and is not included in the Performing Agency’s budget.*

*Receiving Agency assistance does not include purchasing equipment or large quantities of materials. Such purchases shall be included in the Performing Agency’s project budget. Reasonable Receiving Agency assistance would not include building or operating a test facility or a commitment of significant Receiving Agency staff time for data analysis or direct participation in work tasks*

**EXHIBIT B**

**ITEMIZED Project budget estimate**

**Exhibit C**

**PROJECT SCHEDULE**

*Insert Project Schedule*

*The Principal Investigator ensures the project adheres to the Project Schedule. All deliverables anticipated or required from the project shall be shown on the Project Schedule. Minimum deliverables required by Receiving Agency are listed on the Project Statement or IPR.*

*Each Project Schedule shall be prepared on the current form.*

*When considering whether a product shall be delivered as a stand-alone item or included in a report, consult the guidance in the Project Statement and on the Project Schedule form. The choice shall be based on what the product is, how it will be used, and the intended users in Receiving Agency. A well thought out plan for deliverables will include each product only once and clearly describe on the Project Schedule how each product is most appropriately, reasonably delivered, and measurable*

**Exhibit D**

**Information Resources and Security Requirements**

# TYPES OF DATA

**“****TxDOT Data”** means TxDOT information, data, records, and information to which a Contractor-Related Entity has access, has possession, or is otherwise provided to a Contractor-Related Entity by TxDOT, whether or not intended under or for the purposes of the agreement, including, without limitation, data generated or collected under this agreement, intellectual property created as a work for hire under this agreement, and Personal Identifying Information (as defined below).

TxDOT Data is classified into the four categories that control applicability of security standards: Public, Sensitive, Confidential, and Regulated. See Section 4 for Definitions.

Any data that a Contractor-Related Entity accesses and downloads from a TxDOT system, for use, manipulation, storage, or management is considered Confidential Data unless otherwise specified in writing by TxDOT.

# Data Requirements

## Data, Data Dictionaries, and Data Flow Diagrams

Contractor shall ensure that all TxDOT Data that is generated, manipulated, transmitted, or stored, utilizes the TxDOT taxonomy, with documented data dictionaries, and data flow diagrams (including security protocols).

## Data Transfer

### At the completion of a deliverable, the Contractor shall transfer all TxDOT Data generated and stored for that deliverable to TxDOT in a manner and format acceptable to TxDOT and approved by TxDOT’s Information Technology Division (“ITD”).

### All metadata associated with the TxDOT Data transferred must remain attached to that data.

### Contractor shall maintain the appropriate level of data security throughout the transfer of the TxDOT Data.

## Backup and Disaster Recovery

### Contractor shall implement business continuity procedures to fulfill all requirements of this agreement that address, as a minimum, fire, theft, natural disaster, technical difficulty, workforce problems equipment failure, or other disruption of business.

### Contractor shall maintain a disaster recovery plan. Contractor is responsible for all project related costs of disaster recovery during the project except for costs associated with disasters beyond Contractor’s reasonable control, and for those costs included as part of the TxDOT infrastructure responsibilities.

## Open Records Requests

Contractor shall not release Information in response to an open record request related to this agreement request unless TxDOT has approved the release in writing.

## Encryption

For Sensitive, Confidential, and Regulated TxDOT Data, the Contractor shall ensure TxDOT Data is encrypted while in-transit and while at-rest in accordance with the TxDOT Controls Catalog Standard SC-13, Cryptographic Protection and SC-08, Transmission Confidentiality and Integrity security requirements.

## Accessibility

Contractor shall ensure all products provided under this agreement comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code (TAC) Chapters 206 and 213.

# Information Resource and Security Requirements

## Information Security Safeguards

### Contractor shall implement appropriate administrative, physical, and technical safeguards, in accordance with TxDOT’s security requirements, that reasonably and appropriately protects the confidentiality, integrity, and availability of TxDOT Data.

### Contractor shall conform its policies and procedures relating to the implementation of security safeguards to comply with TxDOT's Information Resources security program pursuant to the TxDOT and DIR’s Information Security Controls Catalog Standards.

## Potential Cybersecurity Incident or Breach Notification

Contractor shall immediately report to TxDOT via the Report Cybersecurity Incident Page on TxDOT.gov, any potential cybersecurity incident or breach involving TxDOT Data (See Section 4, Definitions).

## Demonstrating Compliance with Information Security Requirements

If required by TxDOT, prior to contract award, at renewal, and on a recurring basis, Contractor shall provide a TxDOT Security Questionnaire as documented in the contract. Additionally, upon reasonable notice to the Contractor, and if TxDOT determines that the Contractor has violated this agreement, TxDOT, directly or through its agent, may request an attestation, which may include additional attestations, and evidence that Contractor is in compliance with applicable laws, regulations, and standards outlined in 3.5.

## Security Training

In accordance with Section 2054.5192 of the Texas Government Code, each Contractor-Related Entity that will access a TxDOT computer system or database must complete a TxDOT approved cybersecurity training program that is certified under Section 2054.5192 of the Texas Government Code. The training program must be completed during the term of the contract and during any renewal period. The Contractor shall provide verification of completion of the cybersecurity training program in a method designated by TxDOT.

## Applicable Laws, Regulations, and Standards

Contractor shall perform the services in accordance with the following standards, notify TxDOT of situations where compliance is not achievable, and assist TxDOT with the prevention of security gaps or conflicts that could impair security performance. Contractor shall comply with all applicable federal, state, and local laws and regulations necessary to perform the services. A non-exhaustive list of federal, state, and local laws and regulations that might be applicable includes the following.

#### DIR Security Controls Standard Catalog and applicable TxDOT Security Requirements

##### For Public Data, TxDOT and DIR Security Controls Standards Catalog low baseline and applicable TxDOT security requirements.

##### For Sensitive Data TxDOT and DIR Security Controls Standards Catalog low baseline with Sensitive overlay and applicable TxDOT security requirements.

##### For Confidential Data, TxDOT and DIR Security Controls Standards Catalog moderate baseline and applicable TxDOT security requirements.

##### For Regulated Data, TxDOT and DIR Security Controls Standards Catalog moderate baseline, applicable TxDOT security requirements, and applicable regulated security requirements.

#### TX-RAMP Requirements

##### Contractor shall ensure that any Contractor-Related Entities providing a Cloud Computing Service to TxDOT that creates, accesses, transmits, uses, or stores TxDOT Data must be authorized in the Texas Risk and Authorization Management Program (“TX-RAMP”) if TxDOT determines TX-RAMP is required.

##### TxDOT may approve the use of a TX-RAMP provisional status in lieu of a TX-RAMP certification. This approval is not effective unless approved in writing by the TxDOT Chief Information Security Officer (“CISO”) and DIR.

##### Applicable Contractor-Related Entities must achieve the following levels of authorization by the following dates for any new contract or renewal of existing contract:

###### TX-RAMP Level 1 Status no later than January 1, 2024

###### TX-RAMP Level 2 Status no later than January 1, 2022

####  State Laws and Regulations:

##### Texas Administrative Code, Chapter 202 – Information Security Standards

##### Texas Administrative Code, Chapter 206 – State Websites

##### Texas Administrative Code, Chapter 213 – Electronic and Information Resources

##### Texas Government Code, Chapter 552 – Public Information

##### Texas Government Code, Chapter 2054 – Information Resources

##### Texas Penal Code, Chapter 33 – Computer Crimes

##### For Confidential data, Texas Business and Commerce Code, Chapter 521 – Unauthorized Use of Identifying Information

##### For Confidential data containing Protected Health Information, Texas Health and Safety Code, Chapter 181 – Medical Records Privacy

##### For Regulated data containing Payment Card Industry (“PCI”) information, the Payment Card Industry Data Security Standards (“PCI-DSS”)

##### For Regulated data containing Criminal Justice Information (“CJI”), the Criminal Justice Information Services (“CJIS”) Security Policy

## Information Resources Technology

### Any proposed information resources technology that will be installed on any TxDOT owned equipment or that will access any TxDOT network must be reviewed and approved by the ITD Architectural Review Board (“ARB”) prior to any development or design.

### Any proposed information resources technology that will be installed on any TxDOT owned equipment or that will access any TxDOT network must be reviewed and approved by the ITD Change Advisory Board (“CAB”) prior to implementation or delivery.

## Information Resources Technology (“IRT”) Procurements

ITD must approve all procurements of:

#### Information Resources Technology that will be owned by TxDOT.

#### IT services for any environment that provides processing, storage, networking, management and the distribution of data to ensure alignment with Texas Government Code, Chapter 2054, Subchapter L.

## Prohibited Technologies

In accordance with the Texas Statewide Plan for Prohibited Technologies, Contractor shall not provide services, equipment, or systems to TxDOT determined to be a Prohibited Technology by TxDOT. A list of the entities currently determined to be Prohibited Technologies is available at:
<https://ftp.txdot.gov/pub/txdot/itd/cybersecurity/prohibited-technologies-list-cybersecurity.pdf>

## Background Checks Required for Access to TxDOT Data and TxDOT Systems

### The contractor shall ensure that a Background Check is performed on each Contractor-Related Entity prior to that person receiving access to any TxDOT system.

### Contractor shall ensure that a Background Check is performed on each Contractor-Related Entity prior to that person receiving access in a Contractor-Related Entity Environment to TxDOT Data that requires a Moderate or High Security Baseline

### A “Background Check” must include the following:

#### Verification of Social Security number;

#### All true alias names and counties

#### Federal and county level checks for felony and misdemeanor arrest and convictions for the past seven years, including sentences of deferred adjudication – all names;

#### Search of national criminal database – all names;

#### Search of state and national sex offender registry – all names; and

#### Search of the government sanction registry listings.

### Contractor shall not allow any Contractor-Related Entity for which Contractor received any unfavorable result when conducting a Background Check to access TxDOT Data or any TxDOT System.

### TxDOT may make exceptions to 3.9(d) on a case-by-case basis. Any exception granted by TxDOT must be in writing to be effective.

### Upon request by TxDOT, Contractor shall provide documentation that demonstrates to TxDOT’s satisfaction that Background Checks have been conducted as required and that no Contractor-Related Entity with one or more unfavorable results has received access to TxDOT Data or any TxDOT System.

### Contractor shall immediately notify TxDOT if it learns of any change in status that might cause a Contractor-Related Entity to receive an unfavorable result from a Background Check.

### If Contractor fails to meet the requirements of 3,9, TxDOT may terminate this contract immediately with no further liability to the Contractor.

## Interconnection of TxDOT and Contractor-Related Entity Environment

If a Contractor-Related Entity has or will have one or more interconnections between an Information System in that Contractor-Related Entity’s Environment and a TxDOT System or Systems, the Contractor shall execute or cause to be executed an Interconnection Security Agreement (**“ISA”**) for each interconnection. An executed ISA must be provided to TxDOT for each new interconnection prior to connection.

## Upon request by TxDOT, the Contractor shall provide any additional information or documentation that TxDOT determines is necessary to confirm a Contractor-Related Entity’s compliance with this section. If Contractor fails to provide requested information as required, TxDOT may terminate this contract immediately with no further liability to the Contractor.

## If completion of any of the requirements in this section requires obtaining information and/or action from a Contractor-Related Entity or other non-party entity, Contractor shall obtain the required information or action from that entity. For example, if the Contractor is a reseller of a Contractor-Related Entity’s product or service, the Contractor is responsible for completing the TxDOT Security Questionnaire and the Contractor must obtain all the information or actions from the Contractor-Related Entity necessary for the Contractor to complete the questionnaire.

## SOC 1 Type 2 and SOC 2 Type 2 Requirements

If a Contractor-Related Entity is determined to be providing a function that is a key internal financial control or has a material financial impact on the TxDOT financial statements, then the following are applicable:

### Provide an Annual Report – Contract-Related entity must provide TxDOT the audit SSAE 18 Results within 15 days of Contract-Related receipt of final report from independent auditor. Licensor will engage a third party (the “Service Provider”) to conduct an examination in accordance with Statement on Standards for Attestation Engagements No. 18, as established by the American Institute of Certified Public Accountants (AICPA), and commonly referred to as a Service Organization Controls (SOC) 1, relevant to controls related to the solution, and prepare a SOC 1 Type 2 report with respect thereto (the “SOC 1 Report”).

### In addition, Licensor will engage a Service Provider to conduct an examination in accordance with AT Section 101 of the Statement on Standards for Attestation Engagements to report on controls at a Service Organization relevant to security and availability, established by the AICPA (“AICPA Standards”) and, subject to AICPA Standards, prepare a Type 2 service organization controls report with respect thereto (the “SOC 2 Report”). Once the SOC 1 Report and SOC 2 Report are each available, upon written request from Licensee, Licensor must make available Licensor personnel to discuss with TxDOT the reports. Other report types will not be considered to meet these requirements.

# Defined Terms

## “baseline” means the set of minimum-security controls defined for a low-impact, moderate-impact, or high-impact information system. Information on applicable baselines is available at <https://www.txdot.gov/inside-txdot/division/information-technology/Cybersecurity/cybersecurity-resources.html>.

## “Breach” means “breach of system security” as defined in Section 521.053(a) of the Texas Business and Commerce Code, which defines breach of system security as “the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.”

## “Cloud Computing Service” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. Cloud computing is referenced in Texas Government Code Title 10, Subtitle D, Chapter 2157, Subchapter A, Section 2157.007 and is defined in NIST 800-145.

## “Confidential Information” has the meaning provided in 1 Texas Administrative Code § 202.1(5), which states the confidential information means “information that must be protected from unauthorized disclosure or public release based on published laws or legal agreements.” Information that is Confidential Information under this definition includes:

### Dates of birth of living persons

### Driver’s license numbers

### License plate numbers

### Credit card numbers

### Insurance policy numbers

### Attorney-Client communications

### Drafts of policymaking documents

### Information related to pending litigation

### Audit working papers

### Competitive bidding information before contract awarded.

### Personal Identifiable Information

### Sensitive Personal Information

### Regulated data

### Information excepted from disclosure requirements of Chapter 552 of the Texas Government Code (“Texas Public Information Act”) or other applicable state or federal law

### Compliance reports for which the Texas Attorney General has granted permission to withhold

### Investigative working papers and draft reports excepted from disclosure under Section 552.116 of the Texas Government Code

## “Contractor-Related Entity” means Contractor; subcontractors; their employees, agents and officers; and all other persons for whom Contractor might be legally or contractually responsible.

## “Contractor-Related Entity Environment” means an Environment for which TxDOT does not manage or control the system environment, servers, operating systems, or storage with the exception of user-specific configuration settings.

## “Data” means the representation of facts; as the raw material of information that is used as a basis for reasoning, decision-making, discussion, or calculation.

## “Data Dictionary” means a directory of the definitions, purpose, policies and structure about data. It is a compilation of information about the data owned by the enterprise. It describes every data item in a database in enough detail for users and application developers to know what the data is and how to make use of it.

## “Environment” means an aggregate of procedures, conditions, and objects affecting the development, operation, and maintenance of an information system.

## “Information” means data, regardless of form, that is created, contained in, or processed by information resources facilities, communications networks, or storage media.

## “Information Resources Technology” means data processing and telecommunications hardware, software, services, supplies personnel, facility resources, maintenance and training that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information.

## “Information System” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information. An Information System normally includes, but is not limited to, hardware, software, network infrastructure, information, applications, communications, and people.

## “Personal Identifying Information” means information that alone or in conjunction with other information identifies an individual, including an individual's:

### Name, social security number, date of birth, or government-issued identification number;

### Mother's maiden name;

### Unique biometric data, including the individual's fingerprint, voice print, and retina or iris image; and

### Unique electronic identification number, address, or routing code.

## “Potential Cybersecurity Incident” means an event which may result in the accidental or deliberate unauthorized access, loss, disclosure, modification, disruption, or destruction of information or information resources.

##  “Public Data” means Data that is subject to public disclosure pursuant to the Texas Public Information Act and freely and without reservation made available to the public.

## “Public information” means information written, produced, collected, assembled, or maintained by or for a governmental body, including information held by individual officers or employees of a governmental body, in connection with the transaction of official TxDOT business. This includes information that is held by contractors and consultants and that TxDOT owns, to which TxDOT has a right of access, or on which public money was spent for the purpose of writing, producing, collecting, assembling, or maintaining the information. Public information includes any electronic communication created, transmitted, received, or maintained on any device if the communication is in connection with the transaction of official business. Public information may be stored in any medium and may exist in forms such as books, papers, letters, documents, e-mails, Internet postings, text messages, instant messages, printouts, photographs, maps, drawings, and audio and video recordings. Public information does not include tangible items, such as computers or guardrails.

## “Regulated Data” means information for which the use and protection of is dictated by a state or federal agency or by third party agreements.

## “Sensitive Data” means information that could be subject to release under an open records request, but should be controlled to protect third parties, and should be vetted and verified before release. At TxDOT, this could include operational information, personnel records, research, or internal communications.

## “Sensitive Personal Information” has the meaning provided by Section 521.002(2) of the Texas Government Code, which defines sensitive personal information as:

###  An individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and item are not encrypted:

#### Social Security Number

#### Driver’s license number or government-issued identification number; or

#### Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or

### Information that identifies an individual and relates to:

#### The physical or mental health or condition of the individual;

#### The provision of health care to the individual; or

#### Payment for the provision of health care to the individual.

## “TxDOT Security Questionnaire” means a cybersecurity and privacy questionnaire that provides TxDOT ITD necessary information for third party attestation in accordance with TxDOT requirements.

## “TxDOT System” means an Information System that is owned, managed, or maintained by TxDOT or on behalf of TxDOT.