**Memorandum of Understanding Project Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Memorandum of Understanding (“MOU”) is entered into on the date of final execution below by and between the Florida Department of Financial Services (hereafter “DFS”) and ***[Insert full business name]*** (hereinafter referred to as “Provider” or “***[Insert abbreviated business name]***”).

WHEREAS, a ***[Insert the title of the service]*** will be performed by the Provider.  This service will ***[Insert a description of the intent and final benefit of the service being provided]***; and

WHEREAS, Chapter 71A-1, Florida Administrative Code, provides that the “State of Florida government information technology resources, data, and information are valuable assets to its citizens. The confidentiality, integrity, and availability of those resources must be protected.”

NOW THEREFORE, the Provider agrees to adhere to the terms of this MOU.

1. **Purpose of Agreement; Establishment of terms for a *[Insert the title of the service]***

1. The Provider agrees to ensure that Information Technology (IT) resources are handled in compliance with all applicable federal and state laws, regulations, and DFS Division of Information Systems (DIS) operational and administrative policies and procedures. Specific examples of these requirements include, but are not limited to, the following:
2. Chapter 71A-1, F.A.C., which details proper data handling, to include secure transmission and disposal expectations; and non-disclosure agreements.
3. DIS Administrative Policies and Procedures, which establish policies to protect DFS information technology resources and detail acceptable use expectations.
4. Section 119.071, Florida Statutes, which identifies data that is exempt from disclosure.
5. The Provider agrees to ensure that the security of information contained within the DFS infrastructure is protected in a manner that is commensurate with the risk and magnitude of the harm that could result from the misuse or disclosure of the information contained therein. Specific examples of these requirements include, but are not limited to, the following:
6. Confidential DFS data shall be encrypted in transmission, using a DFS approved encryption method.
7. Access, if required, shall be via a trusted method such as SSL, TLS, SSH, VPN, IPSec, or a method acceptable to the Department.
8. Disposal and verification of all DFS proprietary content shall be performed upon completion of agreed upon services, using a DFS approved method.
9. Unauthorized disclosure of confidential information is expressly prohibited, in perpetuity.
10. ***[Insert any additional expectations pertinent to the specific service to be provided or delete this bullet]***
11. No DFS data or information shall be transferred or stored outside the United States. The Providers shall not utilize any services outside the United States (“Offshore Services”), offshore businesses, service, subcontractors, facilities, equipment, personnel or processing capabilities in carrying out the terms of this Agreement in a manner that would allow the overseas dissemination of any information.
12. The Provider agrees to provide immediate communication to the DFS Information Security Manager in the event of suspected or confirmed unauthorized disclosure of confidential information.

2.      **Costs Under This Agreement:**  All services provided, as set forth in this Agreement, **are at no cost to DFS**.

3.     **Special Conditions:**

* + 1. The Provider acknowledges that pursuant to Section 287.057(17)(c), F.S., the Provider may be precluded from participating in any procurement that is based on the services being provided in this MOU. Further, if DFS seeks the procurement of services based on the services provided in this MOU, DFS, at its discretion, may provide copies of all non-exempt data received by the Provider pursuant to this MOU. The Department will follow the procedures identified in Section 3.D of this MOU if DFS receives a request for confidential trade secret information that has been clearly identified as such, in writing by the Provider.
    2. The Department is obligated to make available for inspection or copying any non-exempt public record pursuant to the requirements of Chapter 119, Florida Statutes, the Public Records Act, and Article I, s. 24 of the State Constitution. As such, upon receipt of a request to inspect or copy any data provided to the Department as a result of services provided in this MOU, the Department will provide non-exempt data available for inspection or copying upon receipt of a public record request as required by Chapter 119, Florida Statutes, the Public Records Act, and Article I, s. 24 of the State Constitution.
    3. Confidential Trade Secret Information: Trade secrets are not solicited or desired as part of the services provided under this MOU. Pursuant to Section 812.081, Florida Statutes, a person who claims that information is a trade secret must take measures to protect such information and to prevent it from becoming generally available. As such, if the Provider provides to DFS data that the Provider considers to be a trade secret, and that meets the definition provided in Section 812.081, Florida Statutes, Provider shall notify DFS in writing that Provider has provided such data. Furthermore, if a Provider reserves the right to assert that a portion of its data is a trade secret, Provider shall provide the Department with an additional copy of the data that has been redacted to conceal only that information that the Provider claims to be a confidential trade secret meeting the definition of a trade secret as provided in Section 812.081, Florida Statutes, and is clearly identified as having had trade secret information redacted and labeled “CONFIDENTIAL TRADE SECRETS.”
    4. If the Department receives a public records request related to the services identified in this MOU, the Provider shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. The Provider should be prepared to defend against their release if the Provider decides that such documents, data or information should not be disclosed in response to a public record request. The Department will not provide access to the confidential information of the Provider, including but not limited to information identified by the Provider as confidential pursuant to Section 812.081, F.S., to any other party without first providing notice to the Provider. The Provider shall notify the Department in writing within ten (10) business days of receipt of such notice from the Department, whether it intends to defend the confidentiality of such public records. The Provider shall file an action to prevent disclosure within an additional three business days. If not filed within such time, the Provider is deemed to have released the Department from liability for disclosure of the applicable public records. The Provider acknowledges that the protection afforded by section 815.045, Florida Statutes, is incomplete, and it is hereby agreed that there is no right or remedy for damages arising from any disclosure.

4. **Term of Agreement:**  The Provider agrees to adhere to the terms of this MOU. This Agreement shall begin on the date the Agreement is signed by both parties, whichever is later, and shall remain in effect until rescinded.

1. **Stipulation:**  This Agreement is contingent upon the Provider performing the ***[Insert the title of the service]***.
2. **Termination:**  This Agreement shall remain in place and enforceable until otherwise agreed upon by the Parties.
3. **Modification:**  Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be agreed to by both parties, be made in writing and incorporated into the Agreement as an Amendment, and signed by an authorized representative for each agency.

8. **Contract Manager:**  All contacts regarding this Agreement should be made to the following:

*Project Manager for* ***[Insert abbreviated business name]****:*

***[Name]***

***[Phone]***

***[Address]***

***[Address]***

***[Email]***

*Contract Manager for DIS:*

***[Name]***

***[Phone]***

***[Address]***

***[Address]***

***[Email]***

The Parties hereto have executed this MOU through their duly authorized signatories on the date and year last written below.

***[Insert abbreviated business name]***: Florida Department of Financial Services:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_