



Participating Addendum Number: 2026-BUS-7687
for
Procurement Assistance Support Services (PASS) and IT Research, Advisory,
and Consulting (IT RAC) Services
between
State of Iowa Department of Management
and
Gartner, Inc

This Participating Addendum is entered into by the State of Iowa Department of Management (“DOM”) (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number **DPC-1428523190-SA-21-PASS_ITRAC**, executed by Contractor and the State of North Carolina (“Lead State”) for Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting (IT RAC) services (“Master Agreement”):

Gartner, Inc (“Contractor” or “Vendor”)
325 N Salisbury St.
Raleigh, NC 27603

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Will McGuire
Contract Manager
will.mcguire@gartner.com
(571) 683-4482

Participating Entity’s contact for this Participating Addendum is:

Laura Shannon
IT Contracts Administrator
ITContracts@dom.iowa.gov
515-672-4569

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or **January 19, 2026**, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein. This Participating Addendum will remain coterminous with the Master Agreement.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor



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and Participating Entity and Purchasing Entities. **Contractor may provide any products and/or services it was awarded and as described in the Master Agreement.**

- a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities, with the exclusion of services relating to Procurement Assistance Support Services (PASS). **This Participating Addendum is only for Category 2 IT RAC**
- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. ORDERS. All purchase or delivery orders issued by purchasing entities within the jurisdiction of this Agreement must include the NASPO Contract # DPC-1428523190-SA-21-PASS_ITRAC and State of Iowa Agreement Number 2026-BUS-7687. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

- a. The Contractor will keep a record of purchases made pursuant to the Participating Addendum and will submit a report to the DOM Contract Manager at the end of each quarter using the schedule below. The report will identify all State of Iowa entities and political subdivisions making purchases from this Participating Addendum, the goods and/or services purchased, date purchased, and the quantities purchased. A sample template is available on request.
- b. The Contractor will provide a one percent (1.00%) administrative fee to the Iowa Department of Management on all sales made through this Participating Addendum without affecting the authorized prices or rates. The administrative fee will be paid quarterly to the main business address: Department of Management, Attn: CFO, 200 E. Grand Ave., Suite 100, Des Moines, IA 50309. Payment will be made in accordance with the following schedule:

<u>Period End</u>	<u>Reporting and Fee Due</u>
September 30 (Q1)	October 31
December 31 (Q2)	January 31
March 31 (Q3)	April 30
June 30 (Q4)	July 31

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When

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applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. This Agreement and all attachments and external documents identified below are incorporated by this reference and together comprise the terms and conditions governing the relationship between the Parties, to be interpreted in the following order of precedence:

- a) Ancillary agreements unique to a Purchasing Entity making purchases hereunder that specifically address state, local, or federal regulatory or compliance concerns and which may be incorporated via a Purchasing Instrument;
- b) The following documents are incorporated by reference solely to establish their potential applicability and order of precedence. These documents shall apply to the extent expressly designated as applicable in a Purchasing Instrument executed hereunder. Inclusion of a reference in this section shall not, in itself, impose an obligation on Vendor unless and until such obligation is expressly incorporated into a Purchasing Instrument.
 - i) The IT Business Associate Agreement (“BAA”), which may be updated from time to time to conform with applicable federal laws, a current version of which is available at: <https://dom.iowa.gov/media/222>;
 - ii) The IRS Publication 1075 Exhibit 7, which may be updated from time to time to conform with applicable laws, a current version of which is available at: <https://www.irs.gov/pub/irs-utl/p1075.pdf> ;
 - iii) The Federal Certifications, which may be updated from time to time to conform to applicable federal law, a current version of which is available at <https://dom.iowa.gov/media/377>;
 - iv) Iowa Code chapter 8F.
- c) The terms of any Purchasing Instruments executed hereunder;
- d) General Terms and Conditions (Attachments A and B);
- e) The Master Agreement;

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

- a. Attachments A & B: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Will McGuire
Contract Manager
will.mcguire@gartner.com
(571) 683-4482

For Participating Entity:

Department of Management
Attn: Office of the General Counsel
domlegalnotices@iowa.gov

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

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The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

Gartner, Inc:

Ashley Beluch

Signature

Ashley Beluch

Printed Name

Senior Contracts Specialist

Title

1/23/2026 | 1:16 PM CST

Date

State of Iowa – Department of Management

Kraig Paulsen

Signature

Kraig Paulsen

Printed Name

Director, Dept of Mgmt

Title

1/30/2026 | 11:03 AM CST

Date



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Attachment A

General Terms and Conditions

The parties may be referred to herein individually as a “Party” or collectively as the “Parties.”
The Parties agree to the following:

1. Overview.

1.1. Reserved.

1.2. Relationship between this Agreement and Individual Purchasing Instruments. Each Purchasing Instrument executed hereunder shall be deemed, upon its execution, to incorporate the terms and conditions of this Agreement and shall constitute a separate, distinct, and independent Agreement between Vendor and the applicable Purchasing Entity. To the extent a Purchasing Entity other than DOM makes a purchase hereunder pursuant to a Purchasing Instrument executed by it, such Purchasing Entity shall be solely responsible for any payments due, duties, and obligations otherwise owed Vendor under the separate Purchasing Instrument. In addition, notwithstanding any other provision of this Agreement to the contrary, DOM bears no obligation or liability for any other Purchasing Entity’s losses, liabilities, or obligations, including Vendor’s failure to perform, arising out of or relating in any way to this Agreement. Likewise, the State of Iowa generally bears no obligation or liability for any political subdivision or other non-State Entity’s losses, liabilities, or obligations, including the Vendor’s failure to perform, arising out of or relating in any way to this Agreement.

1.3. Incorporation of the Underlying Agreement.

1.3.1. Governmental entities making purchases hereunder shall be afforded all of the rights, privileges, warranties, and indemnifications afforded by the Underlying Agreement, and such rights, privileges, warranties, and indemnifications shall accrue and apply with equal effect to governmental entities making purchases hereunder. Except as otherwise provided herein or in a Purchasing Instrument, Vendor shall perform all duties, responsibilities, and obligations required under the Underlying Agreement in the time and manner specified thereunder. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the Underlying Agreement, such conflict or inconsistency shall be resolved as stated on the CD&E.

1.3.2. Any references in the Underlying Agreement to the governmental entity or its governmental units, or to rights and privileges granted to such governmental units, shall be interpreted to mean the State of Iowa and its equivalent governmental entities for the purposes of this Agreement. Similarly, any references to the governmental entity statutes, regulations, case law, or other legal authorities shall be construed as references to the corresponding Iowa legal authorities addressing substantially similar subject matter.

2. **Definitions.** In addition to any other terms that may be defined elsewhere in this Agreement, the following terms shall have the following meanings:

2.1. “AI” or “Artificial Intelligence” means a machine-based system that is designed to autonomously or semi-autonomously generate or materially modify content, code, recommendations, or decisions that can influence physical or virtual environments. For



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purposes of this Agreement, AI does not include incidental or embedded software features whose primary purpose is to assist with routine tasks (such as spell-check, grammar suggestions, or basic data sorting) and which do not independently generate or materially modify Deliverables under this Agreement.

- 2.2. **“Confidential Information”** means, subject to any applicable federal, state, or local laws and regulations, including Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (**“Disclosing Party”**) to the other Party (**“Receiving Party”**) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was previously and rightfully in the possession of the Receiving Party from a source other than the Disclosing Party; (ii) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (iii) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed or is required or authorized to be disclosed in compliance with applicable law; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party.
- 2.3. **“Customer Data”** means all information, data (including de-identified and aggregated data), materials, or documents (including Confidential Information and Personal Data) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from the Purchasing Entity, the State of Iowa, or users, directly or indirectly, including from any Authorized Contractors of any of the foregoing, related to this Agreement in any way whatsoever, regardless of form, including all information, data, materials, or documents accessed, used, or developed by Vendor in connection with any Customer-Owned Deliverables provided hereunder and all originals and copies of any of the foregoing.
- 2.4. **“Customer Property”** means any property, whether tangible or intangible, of or belonging to the Purchasing Entity, including Customer Data and Customer-Owned Deliverables, software, hardware, programs, or other property possessed, owned, or otherwise controlled, maintained, or licensed by the Purchasing Entity, including third party software or Third-Party Intellectual Property.
- 2.5. **“Documentation”** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, code, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation, and materials discovered, created, or developed by Vendor hereunder or otherwise related to or used in conjunction with any Deliverables in any medium, including hard copy, electronic, digital, and magnetically, or optically encoded media.
- 2.6. **“DOM”** means the State of Iowa Department of Management and, unless the context clearly indicates otherwise, any independent contractors, consultants, or other third parties (including other governmental entities) who are retained, hired, or utilized by DOM in furtherance of this Agreement.
- 2.7. **“Personal Data”** means any information relating to an identified or identifiable person, including, but not limited to, Social Security or other government-issued identification



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numbers, federal or state tax information, “Personal Information” as defined in Iowa Code 715C, account security information, financial account information, credit/debit/gift or other payment card information, account passwords, intellectual property, document identification number, and sensitive or personal data (or equivalent terminology) as defined under any applicable law regarding privacy, data protection, information security obligations, or the Processing of Personal Data.

- 2.8. “**Process**” or “**Processing**” shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination, and deletion of Personal Data.

3. Modifications to the Underlying Agreement.

- 3.1. Section VI.B (Payment) is modified to allow 60 days for payment pursuant to Iowa Code 8A.514 and interest thereafter.

- 3.2. Section VI. (Pricing, Payment & Leasing) is modified to add a subsection D that reads:

D. Fiscal Year End. Vendor shall submit all invoices for payment to the Purchasing Entity, by August 1 for all services performed in the preceding state fiscal year (the State fiscal year ends June 30). If the Vendor seeks payment for end of state fiscal year claims submitted after August 1, the Vendor may submit the late claims, but the Purchasing Entity will only reimburse the claims if funding is available and the Purchasing Entity is legally authorized to make payment. If funding is not available after the end of the state fiscal year, the Vendor may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.

- 3.3. Section XII.C (Limitation of Liability) is modified to include the following language as part of the provision:

The limitation of liability provisions for this Agreement shall comply with the exceptions set forth in Iowa Administrative Code Rule 11-120.5(1).

- 3.4. Section XIV.O.5 (Data Protection) shall be struck in its entirety and replaced with Attachment B (Data Protection Addendum) to the Participating Addendum.

4. Additional Provisions.

- 4.1. Purchasing Instruments. A Purchasing Entity executing a Purchasing Instrument pursuant to this Agreement may agree to additional terms and conditions in a Purchasing Instrument that are in conflict with or inconsistent with the terms and conditions of this Agreement. Such Purchasing Instrument terms apply only to the scope of work identified in the Purchasing Instrument and do not alter the agreed terms in this Agreement. Notwithstanding the foregoing, the following terms of this Agreement shall always control regardless of any contrary terms that may be in a Purchasing Instrument:

- 4.1.1.1. Information contained on the CD&E;
- 4.1.1.2. The definition of Confidential Information;
- 4.1.1.3. Set-off obligations under section;
- 4.1.1.4. Compliance with the Law;
- 4.1.1.5. No Conflicts obligation;



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4.1.1.6. Termination provisions.

- 4.2. No Additional Fees. The Purchasing Entity shall not be obligated to pay amounts to Vendor that include travel, lodging, and related expenses. In no event shall the Purchasing Entity be responsible for payment of Vendor's performance costs incurred in connection with this Agreement, including but not limited to equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other operational and administrative costs and expenses. To the extent any Purchasing Instrument calls for reimbursement of travel, such travel charges may never exceed the amounts allowed under DAS-SAE travel policy, DAS-SAE Title 210. (available at: <https://das.iowa.gov/state-employees/travel-and-relocation/210-travel>). For vendors, travel reimbursement may not exceed the amounts that would be payable under DAS-SAE 210.245. (available at: https://das.iowa.gov/sites/default/files/acct_sae/sae_manual/210/210-245.pdf). In addition, in-state lodging reimbursement is limited to providers certified by the Iowa Department of Public Safety's Human Trafficking Prevention Training.
- 4.3. Set-off Against Sums Owed by Vendor. The State may offset payments owed Vendor under this Agreement by sums the Vendor owes the State or any of its subdivisions in any context. The Vendor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.
- 4.4. Project Management and Reporting.
- 4.4.1. *Vendor or Project Manager.* To the extent that a project manager is called for in a Purchasing Instrument, the Vendor must obtain the Purchasing Entity's approval of a designated project manager. The project manager must have authority sufficient to ensure timely performance under the Purchasing Instrument and make binding decisions for the Vendor. Any written commitment by Vendor's project manager and persons designated by them in writing for this purpose, within the scope of this Agreement, shall be binding upon Vendor.
- 4.4.2. *Review Meetings.* Unless a different schedule is established in the Purchasing Instrument, the Vendor's project manager will meet at least monthly with the Purchasing Entity to discuss contractual progress and performance issues. At each review meeting, the Vendor's project manager shall provide a status report, which will describe any problems or concerns encountered since the last meeting. At the next scheduled meeting after which any Party has identified a problem in writing, the Vendor shall provide a report of steps taken to resolve identified problems, together with the anticipated completion dates of such activities. Any Party may recommend alternative courses of action or changes that will facilitate problem resolution. The Vendor shall maintain records of such reports and other communications and provide them to the Purchasing Entity upon request.
- 4.4.3. *Reports.* Review meeting reports must be in a Purchasing Entity-approved format and include detail concerning the previous period's activities, including problems encountered and their disposition, results of tests, whether or not deadlines were met, the status of services or Deliverables, any problems that may have arisen that need to be addressed before proceeding to the next period's activities, and any other information the Purchasing Entity may request.



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- 4.4.4. *Problem Reporting Omissions.* The Purchasing Entity's receipt of a report that identifies any problems does not relieve the Vendor of any obligation under this Agreement or waive any other remedy available to the Purchasing Entity.
- 4.4.5. *Vendor Performance Monitoring.*
- 4.4.5.1. DOM monitors performance through a Vendor scorecard program that collects data on Vendor performance under state contracts gathered through a formal feedback process. Feedback may address cost, delivery and support, flexibility, partnership, and security and compliance. Performance data may include the Vendor's effectiveness in meeting contract obligations, service level agreements, project management requirements, and risk management protocols.
- 4.4.5.2. Vendors have access to their scorecard results and the methodology by which they are calculated. Scorecards are typically issued annually during the term of the contract. DOM reserves the right to publicly post vendor scorecard results, except where a low score is anticipated, in which case the Vendor will be notified in advance and given the opportunity to appeal through DOM's established process for contested cases applicable to vendor appeals in the applicable Iowa Administrative Code.
- 4.4.5.3. Scorecard performance may be considered in relation to future State purchasing decisions.

5. Representations, Warranties, and Covenants.

- 5.1. Quiet Enjoyment. Vendor represents and warrants that: (i) it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide Deliverables to the Purchasing Entity hereunder and to assign, grant, and convey the rights, benefits, licenses and other rights assigned, granted, or conveyed to the Purchasing Entity hereunder without violating any rights of any third party; (ii) it has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Purchasing Entity herein; and (iii) the Purchasing Entity shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.
- 5.2. Intellectual Property. The Vendor represents and warrants that the Deliverables and the Purchasing Entity's use of the Deliverables for their authorized use will not infringe on any intellectual property rights of third parties. Vendor also ensures there are no known claims of infringement, violation, or misappropriation of intellectual property rights or trade secrets concerning Deliverables. If such claims arise, Vendor will, at its own expense: (i) secure the right or license for the Purchasing Entity to continue using the Deliverables; (ii) replace the problematic parts with an equivalent; (iii) modify or replace the affected portion with a non-infringing alternative; or (iv) refund all fees paid by the Purchasing Entity for the affected Deliverables.
- 5.3. Workmanlike Manner. The Vendor represents, and warrants that all services to be provided under this Agreement or a Purchasing Instrument will be carried out in a workmanlike manner by qualified personnel, and the work must align with the terms of the Agreement and Purchasing Instrument as well as industry standards for similar tasks. In cases where no specification exists, the Parties agree to follow generally accepted industry standards. If the Purchasing Entity identifies services not meeting these standards, the Vendor will re-perform them at no extra cost. The Vendor will refund any



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fees paid by the Purchasing Entity for any services that were not satisfactorily provided and cannot otherwise be cured.

- 5.4. Compliance with Laws. The Vendor represents and warrants that the Vendor and Vendor-provided Deliverables will at all relevant times comply with all applicable State and federal laws.
- 5.5. No Conflicts. Vendor represents, warrants, and covenants that no relationship exists or will exist during the Term of the Agreement between Vendor and the State or any of its divisions or entities that is or may constitute a conflict of interest or appearance of impropriety, or that would conflict in any manner or degree with the performance of its obligations under this Agreement. To the extent applicable, the provisions of Iowa Code Chapter 68B shall apply to this Agreement and any Purchasing Instruments executed hereunder, and Vendor shall not engage in or permit any third party to engage in any conduct that would violate that chapter.
- 5.6. Documentation. The Vendor represents and warrants that during the Term, the Documentation will accurately describe the functional and operational characteristics of any Deliverable and that the Documentation is detailed and complete such that it will allow a reasonably skilled operator to use and operate the Deliverables.

6. Use of Artificial Intelligence.

- 6.1. Advance Approval for AI Usage. Vendor shall obtain prior written approval from the Purchasing Entity before utilizing artificial intelligence (AI) technologies in the provision of services under this Agreement or Purchasing Instruments entered into pursuant to this Agreement. The Vendor shall clearly identify in writing the specific AI technologies to be employed, their intended functions, and their potential impact on service delivery.
- 6.2. Reserved.
- 6.3. AI Training Data Usage. The Vendor shall not employ Customer Data or Confidential Data to train AI systems without obtaining prior written approval from the Purchasing Entity. The intended usage of such data for AI training must align with existing data usage rights, and the Vendor shall ensure that data privacy and security are maintained throughout the process.
- 6.4. Data Normalization to Prevent Discrimination. The Vendor shall include within a submitted Plan of Action and Milestones (POAM) a detailed outline of the measures to be taken for data normalization in AI training. This normalization process shall be designed to prevent algorithmic discrimination and ensure fair and equitable outcomes.
- 6.5. Evaluation of Third-Party AI Offerings. Should the Vendor intend to employ third-party AI offerings in the execution of this Agreement or Purchasing Instruments entered into pursuant to this Agreement, the Vendor must provide a comprehensive explanation of how such AI technologies have been trained to avoid algorithmic discrimination, safeguard data privacy, and ensure system safety and effectiveness. The Vendor shall also provide advanced notice and clarification to any individuals whose data might be used for future AI training.
- 6.6. Human Alternatives and Fail-Safe Mechanisms. In instances where AI technologies fail to adequately fulfill the service requirements, the Vendor shall ensure the provision of



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human-operated alternatives that are capable of meeting the needs of the circumstance. These alternatives shall be readily available to ensure seamless service continuity.

- 6.7. Human Vetting of AI Output. Where applicable, prior to finalizing any output generated by AI technologies, the Vendor shall subject such output to thorough human evaluation and interaction. This evaluation shall assess the accuracy, relevance, and appropriateness of AI-generated content, ensuring the delivery of high-quality, reliable results.
- 6.8. Compliance and Reporting. The Vendor shall adhere to all applicable laws, regulations, and standards governing the use of AI technologies in the context of the Agreement.



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Attachment B - Data Protection Addendum

1. Definitions:

- 1.1. **“Security Breach”** means the loss of control, compromise, unauthorized use, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: a person other than an authorized user accesses personally identifiable information; or an authorized user accesses Customer Data for a reason other than an authorized purpose.
- 1.2. **“Security Incident”** means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of (1) Customer Data, and/or (2) an information system or the information the system Processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

2. Confidentiality

- 2.1. Customer Data. The Purchasing Entity owns and has exclusive rights to all Customer Data. Vendor must treat all Customer Data as Confidential Information, keep it secure, and not disclose or use it for any purpose other than providing goods or services under the Agreement. All uses for commercial or political purposes are strictly forbidden, provided, however, that Vendor may use, reproduce, display and distribute excerpts and data from the deliverables, either alone or together with other material, in the ordinary course of Vendor’s business, so long as such excerpts and data do not identify Customer by name or contain any of the Customer’s confidential or proprietary information. Vendor must comply with any restrictions on use or disclosure outlined in the Agreement or applicable law. Vendor may only retain Customer Data for purposes of performing pursuant to the Purchasing Instrument or by prior written approval of the Purchasing Entity. The Vendor may be held civilly or criminally liable for improper use or disclosure of Customer Data. The Vendor shall not link any data provided by DOM or a Purchasing Entity with any other data systems or data sets without prior written permission from the applicable entity.
- 2.2. Vendor Confidential Information. Unless otherwise required by applicable law, the Purchasing Entity will not disclose Vendor’s Confidential Information to a third party (excluding the Purchasing Entity’s Authorized Contractors) without the Vendor’s prior written consent.
- 2.3. Return or Destruction. Upon completion of duties under this Agreement or upon the specific direction of either party, the other party shall return or destroy Confidential Information and/or Customer Data and not retain any copies thereof, subject to any retention obligations imposed by law. If immediate destruction is not possible, the party retaining such information shall return or destroy the retained information as soon as feasible and shall certify that the retained information will be safeguarded to prevent unauthorized disclosures until it has been purged. Once all Confidential Information and/or Customer Data has been completely purged, the party purging the information shall provide certification of destruction in accordance with methods approved by the National Institute of Standards and Technology.
- 2.4. Compelled Disclosures. In the event that a subpoena or other legal process is served upon either party for Customer Data held by Vendor or for Vendor Confidential Information held by a Purchasing Entity, the party shall promptly notify the other party and cooperate in any lawful effort to defend against the disclosure.



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- 2.5. Open Records and Electronic Discovery Requests. Vendor must assist the Purchasing Entity by providing non-confidential information needed to comply with open records laws (including Iowa Code Chapter 22) or in connection with any legal process or proceeding. Vendor's assistance in this regard must be provided timely and designed to meet the timing obligations imposed by law. Vendor will ensure Customer Data is stored and maintained so as to avoid spoliation or other electronic discovery issues.

3. Security/Privacy.

- 3.1. Data Protection. Vendor shall safeguard the confidentiality, integrity, and availability of Customer Data, Customer Property, and the Deliverables. In so doing, Vendor shall implement and maintain reasonable and appropriate administrative, technical, and physical security measures to safeguard against unauthorized access, disclosure, theft, or modification of Customer Data, Customer Property, and Deliverables.
- 3.2. Compliance with Security Plan. Vendor represents and warrants that it will adhere to its cybersecurity plan in accordance with ISO 270001 standards. Vendor will ensure that its internal policies, procedures, and practices align with the objectives and requirements set forth in the cybersecurity plan and the Vendor Security Framework. The identified Vendor Security Framework may be changed or updated from time to time by mutual agreement of the Parties.
- 3.3. Compliance Reporting. Annually during the Term, a Purchasing Entity may request, and Vendor shall provide, evidence of compliance with the Vendor's Security Framework by providing responses to Purchasing Entity's industry standard questionnaire.
- 3.4. Encryption. Customer Data shall be encrypted at rest and in transit with controlled access, and the Deliverables shall use TLS 1.2 or higher. Unless otherwise expressly provided herein or otherwise agreed to by the Parties in writing, Vendor is responsible for encryption of Customer Data in its possession. Additionally, Vendor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in Federal Information Processing Standards (FIPS) 140-3 or equivalent industry standards, Security Requirements for Cryptographic Modules for all Customer Data, unless the Purchasing Entity approves in writing the storage of Customer Data on a portable device that does not satisfy these standards.
- 3.5. CONUS Obligation.
- 3.5.1. Access, storage, Processing, transmission, retention, or other maintenance of Customer Data at rest and all backups shall occur solely in the continental United States of America. Vendor shall not allow Vendor personnel to access, store, Process, or retain Customer Data on any portable devices, including personal computers, tablets, or cell phones, except to the extent such devices are used and permanently stored or backed up at all times only in the continental United States of America. The parties mutually agree that this provision is not intended to limit Vendor's ability to perform administrative tasks outside of the continental United States. Vendor shall ensure that all Customer Data remains secure and compliant with this provision, implementing appropriate safeguards to prevent unauthorized access or transfer of Customer Data during these administrative activities.
- 3.5.2. Analyst Location Notice and Substitution. For any Vendor-provided analyst inquiry, advisory call, briefing, or similar interaction ("Analyst Inquiry") scheduled by or for Customer, Vendor shall disclose at the time of scheduling (and in any event prior to the Analyst Inquiry) whether the analyst who will participate is physically located outside of the United States of America. Upon



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Customer's request, Vendor shall provide a United States-based analyst for the Analyst Inquiry, or Customer may elect to reschedule.

- 3.6. Import and Export of Data. Purchasing Entity must have the ability at all times to extract Customer Data and other information from any Vendor systems housing such information or data. Vendor must assist with such extracts when necessary, must not interfere with such extracts, must ensure extracts are provided at no additional charge to the Purchasing Entity, and must make sure that data can be exported in a commercially reasonable format so that the Purchasing Entity can then import data into other systems. Regarding exporting data and information, the Vendor must ensure that the Purchasing Entity receives the requested data or information within seven days of making a request. The format of the exported data should be as specified by the Purchasing Entity or, if not feasible, in a commercially reasonable format.
- 3.7. Security Assessments. During the Term, DOM may perform security assessment of Vendor's environment used to provide Deliverables by requesting responses to an industry standard questionnaire upon request and not more than once annually.
- 3.8. Security Logs and Reports. Vendor shall maintain security logs and reports. Such reports shall include, at minimum, latency statistics, user access summaries, user access IP address summaries, and user access history and security logs related to Customer Data.
- 3.9. Personnel Safeguards.
 - 3.9.1. *Background Checks.*
 - 3.9.1.1. *Minimum Requirements.* Vendor shall comply with its internal background check policies. Where Vendor does not have an internal background check policy, or in the event Vendor's background check policy is inadequate based on the nature of Customer Data stored or processed by Vendor, Vendor agrees to comply with DOM background check policy. Vendor shall provide DOM and the Purchasing Entity with these background check results in a mutually agreeable form and manner prior to Vendor staff performing services pursuant to this Agreement or a Purchasing Instrument. In the event of an adverse finding, Vendor personnel may be disqualified from performing services under the Agreement in the sole discretion of the applicable Purchasing Entity.
 - 3.9.1.2. *Costs.* Vendor is responsible for all costs associated with any Vendor personnel background checks, regardless of who performs the background checks.
 - 3.9.1.3. *Additional Screening.* If any Vendor personnel will access, or have the ability to access, data that is subject to federal regulatory requirements (including, but not limited to, data regulated under the Health Insurance Portability and Accountability Act (HIPAA), Criminal Justice Information Services (CJIS) Security Policy, Internal Revenue Service (IRS) Publication 1075, or other federal data protection laws), then the Vendor shall ensure that such personnel undergo background checks in compliance with all applicable federal regulations prior to the commencement of any engagement involving access to such data.



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These background checks may include, as required by the applicable regulations, a work history review, financial review, state or local criminal history check, and a national criminal history check through the Federal Bureau of Investigation (FBI). Vendor personnel may also be required to authorize the release of background check results, including those from the FBI, to DOM, the Purchasing Entity, or other applicable governmental authorities.

Such background checks may be conducted by the Purchasing Entity, DOM, or their Authorized Contractors, or may be required to be performed by Vendor in accordance with applicable federal standards. The results shall be provided in a mutually agreeable form and manner prior to access to the regulated data.

DOM and the Purchasing Entity reserve the right to require additional background screening during the engagement, consistent with applicable law and regulation.

3.9.1.4. *Right to Remove Individuals.* The Purchasing Entity and DOM shall have the right at any time to require that the Vendor remove from interaction with the Purchasing Entity or DOM, as applicable, any Vendor representative who the Purchasing Entity or DOM believes is detrimental to its working relationship with the Vendor. The Purchasing Entity or DOM will provide the Vendor with notice of its determination and the reasons it requests the removal. If the Purchasing Entity or DOM signifies that a potential security violation exists with respect to the request, the Vendor shall immediately remove such individual. The Vendor shall not assign the person to any aspect of this Agreement or future work orders without the Purchasing Entity's or DOM's consent.

3.9.2. *Security Awareness Training.* Vendor personnel providing services to DOM or a Purchasing Entity are required to attend annual security awareness training addressing the importance of securing, safeguarding, and otherwise appropriately handling Customer Property, including Customer Data. Any such security awareness training shall minimally conform with applicable ISO27001 policies or requirements. Where a Purchasing Instrument requires compliance with training requirements imposed by federal partners, the Vendor agrees to comply with the more stringent training requirements.

3.9.3. *Separation of Job Duties and Non-disclosure.* Vendor shall monitor and enforce separation of job duties, and limit access to and knowledge of Customer Property and Customer Data to those Vendor personnel to which such access and knowledge is necessary to provide the Deliverables hereunder. Vendor may be required to sign the Purchasing Entity's standard confidentiality or non-disclosure agreement(s), or other confidentiality or non-disclosure agreement(s), including as may be required by applicable law, rule, regulation, or policy.

4. Security Incidents and Breaches.

4.1. Security Incident or Data Breach Notification:



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- 4.1.1. *Reporting Requirements.* Vendor must report confirmed Security Incidents and Security Breaches (collectively “Security Events”) impacting State’s data to the State of Iowa Security Operations Center (“SOC”):

Email: soc@iowa.gov

Local: 515-281-4762 (4SOC)

- 4.1.2. *Notification Timeframes.* The Vendor shall notify the SOC of Security Events within (a) 72 hours, or (b) the timeframe imposed by applicable law. Vendor shall only delay notification to DOM of a Security Event when required to do so by applicable law.

- 4.2. Investigations in Response to Security Events. The Vendor agrees at its sole expense to take all steps necessary to promptly remedy any Security Event and to fully cooperate with DOM in investigating and mitigating any damage from such Security Events by providing DOM a summary report consisting of sufficient detail to enable DOM to comply with applicable legal and regulatory requirements resulting from such a security incident. Upon notice of any Security Event, the Vendor will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to the Security Event. As soon as practicable during the investigation, the Vendor will deliver to the SOC a Security Event summary report and the Vendor’s plans for future mitigation. When the Security Event has concluded, Vendor will deliver to DOM a final root cause assessment and future incident mitigation plan as soon as practicable. Vendor agrees that it will not notify any regulatory authority relating to any Security Event unless DOM specifically request Vendor do so in writing, or unless otherwise required to do so by applicable law.
- 4.3. Consumer Notification Obligation. Vendor shall be responsible for all applicable consumer notification requirements in the event of a Security Event caused in whole or in part by Vendor.
- 4.4. Exposure for Damages related to Security Events. Vendor shall be responsible for all direct damages arising out of any Vendor act or omission related to a Security Event, subject to the limitations of liability set forth in this Agreement. Such direct damages may include reasonable costs, expenses, damages, fines, legal fees (including the time and expense of the Iowa Attorney General’s Office), and court costs related to the Security Event. Vendor shall not be liable for costs and damages to the extent caused solely by the State’s negligence.

5. Disaster Recovery and Business Continuity.

- 5.1. Creation, Maintenance, and Testing. The Vendor shall maintain a Business Continuity and Disaster Recovery Plan for the Deliverables (“Plan”), test the Plan at least yearly, and implement the Plan in the event of any unplanned interruption. Throughout the Term, the Vendor shall maintain disaster avoidance procedures designed to safeguard the Customer Data, the data processing capability, and the availability of the Deliverables.
- 5.2. Activation of Plan. The Vendor shall notify DOM without undue delay of any confirmed incident impacting DOM’s services that results in the activation of the Plan that involves Vendor’s services.
- 5.3. Backup and Recovery. Except as otherwise set forth in a Purchasing Instrument or Service Level Agreement, the Vendor shall maintain a contemporaneous backup of



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Customer Data such that the data shall be restored within reasonable hours at any point in time. Additionally, unless otherwise provided in a Purchasing Instrument or applicable Service Level Agreement, Vendor shall store a backup of Customer Data in a facility at least as secure as the production facility no less than daily, and maintain the security of Customer Data consistent with the security requirements set forth in this Agreement or equivalent industry standards. Backups of Customer Data shall not be considered in calculating storage used by DOM or a Purchasing Entity in the event that fees are calculated based on storage used or amount of data transfer under the Agreement. All costs of data restoration shall be borne by the Vendor.

6. Survives Termination. Vendor's duties, obligations, and liabilities as set forth in this Data Protection Addendum shall survive termination of this Agreement.