![NYS Seal]	**New York State Insurance Fund** **New York, NY 10007**	**ADMINISTRATIVE SERVICES DIVISION** **Third Party Connection and Data Exchange Agreement** ADM-125 (4/06)

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

THIS AGREEMENT (the "Agreement") by and between the NYS Insurance Fund ("NYSIF"), with principal offices in New York, NY 10007, and

with principal offices at

(hereinafter "Third Party"), is entered into as of the date last written below ("the Effective Date").

This Agreement consists of this signature page and the following attachments incorporated by reference:

1. Attachment 1: Third Party Connection and Data Exchange Agreement Terms and Conditions

2. Attachment 2: Third Party Connection and Data Exchange Request Requirements Document

3. Attachment 3: Third Party Acceptable Use Policy and Agreement

4. Attachment 4: NYSIF Equipment Loan Agreement (Applicable: ☐Yes ☐No)

This Agreement may only be modified by a written document executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by New York State law without regard to choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Third Party Name:	*NYS Insurance Fund (NYSIF)*
Authorized Signature	Authorized Signature
Name *(Print)*	Name *(Print)*
Date	Date

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 1 – SECURITY REQUIREMENTS

1. *Right to Use Connection*

   Third Party may only use the connection and the information obtained from NYSIF for business purposes as outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2*).*

2. *Data Exchange*

   2.1 Third Party may only use the data obtained for purposes outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2) and the contract or Memoranda of Understanding, if any, that exists between NYSIF and Third Party for the provision of goods or services or governing conduct between NYSIF and Third Party with respect to the access to and use of NYSIF data.

   2.2 Data exchange may be conducted only by methods and/or services outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2). Third Party should expect that access to information and services may be limited, as determined or required by NYSIF.

3. *Network Security*

   3.1 Third Party will allow only its own employees approved in advance by NYSIF ("Third Party Users") to access the Network Connection or any NYSIF -owned equipment. Third Party shall be solely responsible for ensuring that Third Party Users are not security risks, and upon NYSIF' request, Third Party will provide NYSIF with any information reasonably necessary for NYSIF to evaluate security issues relating to any Third Party User.

   3.2 Third Party will promptly notify NYSIF whenever any Third Party User leaves Third Party's employ or no longer requires access to the connection or NYSIF-owned Equipment.

   3.3 Each Party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the connection (and Third Party's use of NYSIF-owned Equipment) is secure and is used only for authorized purposes, and (b) such Party's business records and data are protected against improper access, use, loss alteration or destruction.

   3.4 The preferred connectivity method is via the Internet to a NYSIF-approved or NYSIF-provided Virtual Private Network (VPN) device. If the device is NYSIF-provided, NYSIF will loan the Third Party, in accordance with the NYSIF Equipment Loan Agreement, the required client software for establishing VPN connections with NYSIF. Normal NYSIF perimeter security measures will control access to the internal network.

   3.5 Extranet – Designated routers are used in combination with firewall rules to allow access to be managed. A second authentication may be required.

New York State Insurance Fund
New York, NY 10007

ADMINISTRATIVE SERVICES DIVISION
Third Party Connection and Data Exchange Agreement
Attachment 1 – *Security Requirements*
ADM-125 (4/06)

Appendix C
Page 3 of 16

3.6   Remote Access - Using the NYSIF-provided remote access software, Third Party will connect via an Internet browser. The account may be disabled until usage is required and controls are placed and managed by NYSIF. Third Party will be required to follow procedures to enable the account for each use.

3.7   Third Party Connections will be audited. All remote access user accounts for Third Parties will be given an expiration time. Renewals must be requested by Third Party and approved by the NYSIF Sponsor. Obsolete Third Party connections will be terminated.

3.8   Software versions on all Third Party computers that connect to the NYSIF network must be versions that are currently supported by the software manufacturer, and all available security updates and hot fixes for that software must be applied in a timely fashion. Software and firmware for all Third Party networking equipment that is part of the connection to the NYSIF network must be kept up to date, especially with patches that fix security vulnerabilities.

3.9   Anti-virus software and firewalls must be installed and enabled at all times on NYSIF-owned computers and on Third Party computers that connect to the NYSIF network. Additionally, virus definition files must be kept up to date.

3.10   In no case may a Third Party Connection to NYSIF be used as an Internet Connection for Third Party or for a Third Party User.

4.   *Notifications*

4.1   Third Party shall notify NYSIF in writing promptly of any change in its Users for the work performed over the Network Connection or whenever Third Party believes a change in the connection and/or functional requirements of the connection is necessary.

4.2   Any notices required by this Agreement shall be given in hand, sent by first class mail, or via facsimile to the applicable address set forth below.

Third Party Name:	NYS Insurance Fund New York, New York 10007
Address:	
Attention:	Attention:

5.   *Citizen Notifications*

If Third Party maintains "identifying personal information" on behalf of NYSIF and such information is compromised, Third Party shall notify NYSIF immediately that the information has been compromised, the circumstances under which the information was compromised, and the measures undertaken by Third Party to address those circumstances and to otherwise mitigate the effects of the compromise. If encrypted data is compromised along with the corresponding encryption key and encryption software, the data shall be considered unencrypted and the information will be considered compromised through unauthorized access. If NYSIF requests Third Party to do so, Third Party shall notify the persons whose identifying information was compromised. Such notification shall be communicated via postal service or email, as directed by NYSIF, and shall otherwise be executed in accordance with NYSIF's direction. Notification shall be delayed if a law enforcement agency determines that such notification may impede a criminal investigation. For the purpose of this section, "identifying personal information" shall be any information concerning an individual which, because of name, number, symbol, mark or other identifier in combination with any of the following, is unencrypted: (1) Social Security Number; or (2) driver's license number; or (3) financial account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account; or (4) password which would permit access to the individual's account.

6.   *Payment of Costs*

Each Party will be responsible for all costs incurred by that Party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the connection.

7.   *Confidentiality*

7.1   Information exchanged for the business purposes outlined in Attachment 2 will be held confidential by the Parties to the maximum extent permitted by law. Each Party may internally use the information received from the other Party hereunder in connection with and as specifically necessary to accomplish the Business Purpose set forth in Attachment 2 and for no other purposes. Each Party may otherwise share such information with other third parties (e.g. consultants, subcontractors, control agencies) as required or permitted by law in order to effect the business purposes outlined in Attachment 2 and for no other purposes, provided that such third parties agree to the confidentiality restrictions set forth herein and as may be required otherwise by State and federal law.

7.2   Third Party must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the sensitive information that it creates, receives, maintains, or transmits on behalf of NYSIF.

7.3   Unencrypted NYSIF information must not be transmitted over email.

7.4   Third Party must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it and report to the NYSIF Help Desk any security incident of which it becomes aware.

| New York State Insurance Fund
New York, NY 10007 | **ADMINISTRATIVE SERVICES DIVISION**
Third Party Connection and Data Exchange Agreement
Attachment 1 – Security Requirements
ADM-125 (4/06) |

Appendix C

Page 5 of 16

8.   *Third Party Users*

8.1   Third Party must require that each Third Party User executes a Third Party Acceptable Use Policy and Agreement (Attachment 3). Third Party must ensure that NYSIF is notified by fax or mail when the user base changes, following the specifications in the Third Party Connection & Data Exchange Agreement.

8.2   All aspects of Third Party connections within NYSIF control may be monitored by the appropriate NYSIF support group and/or the NYSIF Information Security Officer. Any unauthorized use or change to devices will be investigated immediately.

8.3   All Third Party Connections will be reviewed on a regular basis and information regarding specific Third Party connection will be updated as necessary. Obsolete Third Party connections will be terminated.

9.   *NYSIF-owned Equipment*

9.1   NYSIF may, in NYSIF' sole discretion, loan to Third Party certain equipment and/or software for use on Third Party premises (the NYSIF-owned Equipment) under the terms of the NYSIF Equipment Loan Agreement set forth in Attachment 4. NYSIF-owned equipment will only be configured for TCP/IP, and will be used solely by Third Party on Third Party's premises or other locations authorized by NYSIF for the purposes set forth in this Agreement. NYSIF is responsible for ensuring that it has the right under applicable software licenses to permit third party use.

9.2   Third Party may modify the configuration of the NYSIF-owned equipment only after notification and approval in writing by authorized NYSIF personnel.

9.3   Third Party will not change or delete any passwords set on NYSIF-owned equipment without prior approval by authorized NYSIF personnel. Promptly upon any such change, Third Party shall provide NYSIF with such changed password.

10.   *Term, Termination and Survival*

10.1   This Agreement will remain in effect until terminated by either Party, but in no event prior to the termination or expiration of any contract or agreement between the Parties for the purchase of goods or services that provides the business purpose for the exchange of data between the Parties, unless both Parties mutually agree to so terminate this Agreement.

10.2   Upon termination, Third Party shall return all tangible NYSIF data to NYSIF within a timeframe specified by NYSIF for that purpose, and further shall certify in writing to NYSIF that all other NYSIF data in whatever form has been destroyed. Additionally, any NYSIF-owned equipment and/or software shall be promptly returned to NYSIF at Third Party's expense.

10.3   Notwithstanding the above, the Parties' obligations to safeguard the confidentiality of the data subject to this Agreement shall survive the termination of this Agreement, and shall bind the Parties' employees, subcontractors, agents, heirs, successors and assigns.

New York State Insurance Fund **New York, NY 10007**	**ADMINISTRATIVE SERVICES DIVISION** **Third Party Connection and Data Exchange Agreement** **Attachment 1 – *Security Requirements*** ADM-125 (4/06)

Appendix C
Page 6 of 16

11. *Severability*

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

12. *Waiver*

The failure of any Party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.

13. *Assignment*

Third Party may not assign this Agreement, in whole or in part, without the prior written consent from NYSIF. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.

14. *Force Majeure*

Neither Party will be liable for any failure to perform its obligations if such failure results from any act of God or other cause beyond such Party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any data.

15. *Partial Invalidity*

If this Agreement is entered into as a consequence of Third Party's provision of goods or services to NYSIF pursuant to a contract or other written agreement, that Agreement supersedes this Agreement to the extent the agreements' provisions may be inconsistent.

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 2 – REQUEST REQUIREMENTS

In accordance with the NYSIF *Third Party Connection and Data Exchange Policy,* all requests for Third Party connections and data exchanges must be accompanied by this completed requirements document. This document should be completed by the NYSIF person or group requesting the Third Party connection and/or data exchange. The NYSIF Sponsor must be the Director of the Division whose business requires the Third Party connection and/or data exchange. NYSIF Divisions are encouraged to work with their technical liaison to complete the information in this document.

Part 1 – Business Justification

A. NYSIF Sponsor *(Division Director)*

Name: Division:

Office Location: Phone Number:

Email Address:

Back-up Point of Contact: (Data Custodian)

Name: Division:

Office Location: Phone Number:

Email Address:

B. Business Reason for Connection *(To be completed by Sponsor)*

State the purpose of establishing the connection and the purpose of the data transmission. Specify the business needs of the proposed connection. Use additional sheets of paper if needed.

C. Specify the details of the work to be accomplished via the connection. What applications will be used? What information will be used? What transactions will be accomplished?

New York State Insurance Fund
New York, NY 10007

ADMINISTRATIVE SERVICES DIVISION
Third Party Connection and Data Exchange Agreement
Attachment 2 – *Request Requirements*
ADM-125 (4/06)

Appendix C
Page 8 of 16

D. Specify the Third Party Controls to be Implemented for Safeguarding NYSIF Data:
Access Controls:

Audit Controls:

Working procedures or practices for handling printed material and verbal exchanges:

Method of Disposal of media and paper:

User Account Management, including review of accounts:

Physical Security:

Other:

E. Estimated number of hours of use each week?

☐ 1 – 20   ☐ 21 – 40   ☐ More than 40 hours per week

F. Anticipated normal hours of use?

☐ M – F, 8:00 – 5:00 pm Eastern time   ☐ Other (specify):

G. What is the requested installation date? *(Minimum lead-time is 30 days)*

H. Approximately how long will the connection be needed?

☐ Up to 6 months   ☐ 6 – 12 months   ☐ More than 12 months
☐ Specific time period:

Note: If a connection is needed for more than a year, the Connection Agreement must be renewed annually.

New York State Insurance Fund **New York, NY 10007**	**ADMINISTRATIVE SERVICES DIVISION** **Third Party Connection and Data Exchange Agreement** **Attachment 2 – *Request Requirements*** ADM-125 (4/06)

Appendix C
Page 9 of 16

I. Other useful information

J. Third Party Information

Name of Third Party: Main Phone Number:

Main Office Address:

Management Contact

Name: Department:

Address: Email Address:

Phone Number: Manager's Name:

Manager's Phone:

Backup Contact

Name: Department:

Address: Email Address:

Phone Number: Manager's Name:

Manager's Phone:

Technical Contact

Name: Department:

Address: Email Address:

Phone Number:

Manager's Name: Manager's Phone:

Technical Support Hours:

Escalation List:

Domain name(s):   Host name(s):

User Names and Contact Information. *(List all employees of the Third Party who will use this access.)*

User 1 *(name, phone, email):*

User 2 *(name, phone, email):*

User 3 *(name, phone, email):*

User 4 *(name, phone, email):*

User 5 *(name, phone, email):*

User 6 *(name, phone, email):*

User 7 *(name, phone, email):*

User 8 *(name, phone, email):*

User 9 *(name, phone, email):*

User 10 *(name, phone, email*):

K. Other information

July 2005

New York State Insurance Fund
New York, NY 10007

ADMINISTRATIVE SERVICES DIVISION
Third Party Connection and Data Exchange Agreement
Attachment 3 – *Third Party Acceptable Use Policy and Agreement*
ADM-125 (4/06)

Appendix C
Page 11 of 16

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 3 – THIRD PARTY ACCEPTABLE USE POLICY AND AGREEMENT

This Policy and Agreement applies to all forms of computer and networking use, including local access at the NYSIF premises, remote access via public or private networks, access using NYSIF equipment, access using individual or group accounts, and access via other methods.

A signed paper copy of this form must be submitted by any individual (1) for whom authorization of a new user account is requested, (2) who will use a shared third party account, and/or (3) who is requesting reauthorization of an existing use. Modifications to the terms and conditions of this agreement will not be accepted by NYSIF management.

Indicate here if this is a notification that the User named below no longer requires access: ☐

User's Name *(print)*:			
Organization:			
Telephone Number:	Area code	Number	Extension
Office Address:			

The undersigned acknowledges that he or she has read, understands, and agrees to comply with this Third Party Acceptable Use Policy and Agreement governing the use of NYSIF computing resources.	
User Signature:	Date:

You must sign this signature page and send it to NYSIF. Retain a copy of the signature page and the attached Policy for your records. This form must be delivered either by fax or mail to:

MAIL: **NYS Insurance Fund, New York, NY 10007**
  Attention: Help Desk
FAX: **xxx-xxx-xxxx**

New York State Insurance Fund
New York, NY 10007

ADMINISTRATIVE SERVICES DIVISION
Third Party Connection and Data Exchange Agreement
Attachment 3 – *Third Party Acceptable Use Policy and Agreement*
ADM-125 (4/06)

Appendix C
Page 12 of 16

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 3 – THIRD PARTY ACCEPTABLE USE POLICY AND AGREEMENT

I. *Protection of NYSIF Information*

All records and information maintained in NYSIF systems accessed by the User are confidential and shall be used by the User solely for the purpose of carrying out the User's official duties. Users may not use any such records and information for any other purpose. No such records or information may otherwise be used or released to any person by the User or by the User's employer or agent, except as may be required by applicable State or federal law or by a court of competent jurisdiction. All accounts and connections will be regularly reviewed.

II. *NYSIF Log-on Banner*

All users will follow the guidelines of the NYSIF Log-on Banner as stated below.

NOTICE * The contents of this banner have been recommended to all State agencies by the Office for Technology in the NYS Preferred Standards and Procedures for Information Security. * This electronic system, which includes hardware, software and network components and all data contained therein (the "system"), is the property of the NYSIF. * Unauthorized use or attempted unauthorized use of this system is not permitted and may constitute a federal or state crime. Such use may subject you to appropriate disciplinary and/or criminal action. Use of this system is only permitted to the extent authorized by NYSIF. * Use is limited to conducting official business of NYSIF. Under the Electronic Communications Privacy Act of 1986 (18 U.S.C. 2510, et seq.), notice is hereby given that there are NO facilities provided by this system for sending or receiving private confidential electronic communication. Any use, whether authorized or not, may be monitored, intercepted, recorded, read, copied, accessed or captured in any manner, and used or disclosed in any manner, by authorized NYSIF personnel without additional prior notice to users. In this regard, users have no legitimate expectation of privacy during any use of this system or in any data on this system. * Use, whether authorized or unauthorized, constitutes expressed consent for NYSIF to monitor, intercept, record, read, copy, access or capture and use or disclose such information. * NYSIF policy regarding this matter can be reviewed on the NYSIF internal website. Copies can also be obtained from the Office of Human Resources Management. Such policies are subject to revision. This notice is consistent with the Acceptable Use Policy issued to NYSIF employees regarding acceptable use, xxxx xx, xxxx. I have read and understand this notification and NYSIF policy.

III. *Passwords*

The User is not permitted to share his/her password with anyone. Passwords must never be written down. The User must not use the same password for multiple applications. The User must use passwords that are not easily guessed and must not use their email address as their password.

Appendix C

IV.   *Shared Accounts*

All use of shared accounts must be authorized by NYSIF. Users of shared accounts must be identified to NYSIF via the completion and signing of this policy/agreement. Third Parties are responsible for notification to NYSIF when the user base changes. Passwords for shared accounts must not be provided to individuals who have not been identified by Third Party to NYSIF and who have not completed and signed this policy/agreement.

V.   *Virus Protection*

Anti-virus software must be installed and enabled at all times on NYSIF-owned computers and on third party computers used to conduct NYSIF business. Virus definition files must be kept up to date. NYSIF provides anti-virus software and maintains the configuration of that software for all NYSIF-owned computers.

VI.   *Acceptable Use*

NYSIF computers, computing systems and their associated communication systems are provided to support the official business of NYSIF. All uses inconsistent with NYSIF' business activities and administrative objectives are considered to be inappropriate use.

Examples of unacceptable behavior include, but are not limited to the following.

- Any illegal activities that could result in legal actions against and/or financial damage to NYSIF.
- Computer usage that reasonably harasses or offends other employees, users, or outsiders, or results in public embarrassment to NYSIF.
- Computer usage that is not specifically approved and which consumes significant amounts of computer resources not commensurate with its benefit to NYSIF' mission or which interferes with the performance of a worker's assigned job responsibilities.
- Use in connection with compensated outside work or unauthorized not-for-profit business activities.
- Use of sniffers, spyware, ad-ware or other related technology.

VII.   *Software Protection*

The User is responsible for complying with copyright, licensing, trademark protection, and fair use restrictions.

VIII.   *Reporting Incidents*

Users are required to report incidents of system errors, data discrepancies, application performance problems, to the NYSIF Help Desk, at xxx-xxx-xxxx phone; xxx-xxx-xxxx fax.

	ADMINISTRATIVE SERVICES DIVISION
New York State Insurance Fund **New York, NY 10007**	**Third Party Connection and Data Exchange Agreement** **Attachment 3 – *Third Party Acceptable Use Policy and Agreement*** ADM-125 (4/06)

Appendix C
Page 14 of 16

IX. *NYSIF Rights*

Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. NYSIF has access to all access attempts, messages created and received, and information created or stored using NYSIF resources, and will monitor use as necessary to assure efficient performance and appropriate use. Information relating to or in support of illegal activities will be reported to the appropriate authorities.

NYSIF reserves the right to log and monitor use. NYSIF reserves the right to remove a user account from the network. NYSIF assumes no responsibility or liability for files or information deleted.

The NYSIF will not be responsible for any damages. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions, or caused by the way the user chooses to use NYSIF computing facilities.

NYSIF reserves the right to change its policies and rules at any time.

X. *Penalties*

The User shall hold the State and NYSIF harmless from any loss or damage to the State and/or NYSIF resulting from the User's inappropriate disclosure of information covered by this User Agreement. Further, the User's non-compliance with this Agreement may result in the revocation of system privileges, termination of employment or contract with NYSIF, and/or criminal and/or civil penalties.

July 2005

New York State Insurance Fund
New York, NY 10007

ADMINISTRATIVE SERVICES DIVISION
Third Party Connection and Data Exchange Agreement
Attachment 4 –Equipment Loan Agreement
ADM-125 (4/06)

Appendix C
Page 15 of 16

Name And Address Of Borrower	NYSIF Business Unit (Loaning Organization)	
	Point Of Contact	
	Work Location	Telephone
Shipping Address (*If different from borrower's*)	Manager's Name	
	Date To Be Loaned	
	Date To Be Returned	

Equipment To Be Loaned

Quantity	Description	Value

Purpose Of Loan

CONDITIONS OF LOAN

1. The Borrower of the above equipment agrees to return same in like condition as received from NYSIF, normal wear and tear excepted, on or before the above return date, unless the loan period is formally extended.
2. Upon termination of this Agreement, Borrower shall uninstall all NYSIF software included in this Agreement from Borrower's computer and/or network equipment.
3. The Borrower shall not make **any** copies of NYSIF software included in this Agreement.
4. In case of loss or damage beyond repair, NYSIF shall be reimbursed by Borrower at the current price of replacement.
5. The equipment shall not be loaned or transferred to a third party without the written consent of NYSIF.
6. The right is reserved to cancel the loan or recall the equipment upon _____ days notice.
7. The Borrower shall assume all shipping and/or transportation costs involved.
8. Other conditions:

Agreed (Borrower)	**Approved** (NYSIF)
Borrowing Organization	Loaning Organization
Signature Of Authorized Official	Signature Of Authorized Official
Title	Title
Date	Date

RECEIPT OF EQUPMENT

Borrower *(Upon initial receipt)*	**NYSIF Lender** *(Upon termination of Agreement)*
Borrowing Organization	Loaning Organization
Signature Of Authorized Official	Signature Of Authorized Official
Title	Title
Date	Date

July 2005