

INTERAGENCY DATA SHARING AGREEMENT
between
the
STATE OF WASHINGTON
Office of the Chief Information Officer
and
Agencies in the Technology Business Management (TBM) Program

This Interagency Data Sharing Agreement (DSA) is entered into by and between Office of the Chief Information Officer hereinafter referred to as "OCIO", and all Technology Business Management (TBM) Program agencies, hereinafter referred to as "TBM Program Agency", pursuant to the authority granted by Chapter 39.34 RCW.

AGENCY PROVIDING DATA: TBM Program Agency

AGENCY RECEIVING DATA: OCIO

This DSA has been reviewed by the authorized IT Data Security Administrator in each agency, as applicable.

1. PURPOSE OF THE DSA

The purpose of this DSA is to provide the requirements and authorization for the OCIO to have access to disparate datasets captured through the TBM program and TBM Program Agency acknowledges access to the disparate dataset captured in the TBM Program and that combining agency disparate dataset may change data classification to Category 3 – Confidential Information ([OCIO Policy 141.10 \(4.1.\) Data classification](#)). Category 3 data within the scope of this agreement is the aggregate server, application name, operating system versions, and IP addresses included in the shared OCIO TBM Program backend database.

2. DEFINITIONS

"Agreement" means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

"Data Access" refers to rights granted to OCIO to directly connect to TBM Program agency submitted disparate datasets related to systems, networks and /or applications with required information needed to implement these rights.

"Data Transmission" refers to the methods and technologies to be used to move a copy of the data between systems, networks and/or employee workstations.

"Data Storage" refers to the state data when at rest. Data can be stored on off-line devices such as CD's or on-line on OCIO servers or OCIO employee workstations.

"Data Encryption" refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

"Shared OCIO TBM Program backend database" refers to the TBM Program reporting solution identified in [OCIO Policy/Standard 113.40](#)

3. PERIOD OF AGREEMENT

This Agreement shall begin when TBM Program Agency agrees to the terms and shall automatically renew yearly, unless terminated due to elimination of OCIO, OCIO TBM program or TBM Program Agency no longer falling within the IT expenditure parameters as identified in OCIO policy 113.

4. JUSTIFICATION FOR DATA SHARING

Data is required to meet statutes in [RCW 43.105.054 Section 2\(f\)](#) and in accordance with [RCW 43.105.205 Section 3, 4 and OCIO Policy 113 Technology Business Management \(TBM\)](#).

5. DESCRIPTION OF DATA TO BE SHARED

Data shared will include data containing the TBM Program Agency financial, labor, application, technology infrastructure and any other datasets deemed necessary to support modeling of information technology costs and performance as identified by the OCIO is Category 1 & 2. Category 3 data within the scope of this Agreement is the aggregate server, application name, operating system versions, and IP addresses included in the shared OCIO TBM Program backend database.

6. DATA ACCESS

Enterprise datasets will be accessed through the Consolidated Technology Services (WaTech) data exchange solutions that includes DataLink and Informatica.

The TBM Program Agency will generate and submit agency owned datasets to OCIO for ingestion into OCIO systems.

7. DATA TRANSMISSION

Enterprise datasets will be transmitted through the WaTech Secure File Transfer on the State Governmental Network (SGN), Datalink or Informatica.

For manual transmission of datasets, TBM Program Agency will generate and submit agency managed datasets to OCIO for ingestion into OCIO systems using email or data storage device. TBM Program Agency will grant access permissions required to access the datasets.

For electronic transmission of datasets, TBM Program Agency will generate and submit agency managed datasets to OCIO for ingestion into OCIO systems using Secure File Transfer, DataLink, or Informatica. When transmitting data to OCIO through Secure File Transfer, TBM Program Agency will grant access permissions required for OCIO to access the datasets.

8. DATA STORAGE AND HANDLING REQUIREMENTS

All data provided by TBM Program Agency will be stored in an encrypted form on a server with access limited to the least number of OCIO and TBM Program Agency staff needed to complete the purpose of this DSA.

9. DATA ENCRYPTION (If applicable)

All captured data is encrypted at rest.

10. INTENDED USE OF DATA

The data described above shall be used for analysis purposes for modeling IT cost and services statewide. The data will be used to prepare and publish required annual business summaries by OCIO and TBM Program Agency.

11. CONSTRAINTS ON USE OF DATA

This Agreement does not constitute a release of the data for the OCIO's discretionary use, but instead, the OCIO may access the data only to carry out the responsibilities specified in RCW 43.105.54, RCW 43.105.205, RCW 43.105.220 and for the purposes described herein.

The OCIO is not authorized to update or change any TBM Program Agency supplied datasets and any ad hoc analyses or other use of the TBM Program Agency supplied datasets, not specified in this Agreement, is not permitted without the prior written agreement of the TBM Program Agency.

12. SECURITY OF DATA

A. Data Protection

OCIO shall take due care and take reasonable precautions to protect the Category 3 data, as well as the TBM Program Agency's data from unauthorized physical and electronic access as well as meet or exceed the requirements of the Technology Services Board (TSB) policies and standards for data security and access controls to ensure the confidentiality, availability and integrity of all data shared.

B. Data Security Technology Standards

OCIO will be responsible for providing data security technology standards that will ensure acceptable levels of data security to TBM Program Agency. These data security technology standards will include clear definitions outlining when and where data should be encrypted and by what technologies.

C. IT Data Security Administration

OCIO will exchange documentation that outlines the data security program components supporting this Agreement with TBM Program Agency IT Data Security Administrators. This documentation will define all data security methods and technology for each individual data exchange to ensure TBM Program Agency and OCIO are in compliance with all appropriate TSB security standards.

This documentation will serve to satisfy any potential requirement each agency may have under TSB Security Standards to document the management of secure information.

13. NON-DISCLOSURE OF DATA

Before receiving the data identified above, the OCIO shall notify all authorized users in writing who will have access to the data of the following requirements. This notification shall include all authorized users who will use the data. A copy of this notification shall be provided to TBM Program Agency at the same time it is provided to relevant authorized users.

A. Non-Disclosure of Data

1. OCIO authorized users shall not disclose, in whole or in part, the data provided by TBM Program Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement.
2. OCIO authorized users shall not access or use the data for any commercial or personal purpose.
3. Any exceptions to these limitations must be approved in writing by TBM Program Agency.

B. Penalties for Unauthorized Disclosure of Information

In the event an OCIO authorized user fails to comply with any terms of this Agreement, TBM Program Agency shall have the right to take such action as it deems appropriate. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure.

The OCIO accepts full responsibility and liability for any violations of the Agreement.

C. **Employee Awareness of Use/Non-Disclosure Requirements**

The OCIO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

OCIO will provide an annual reminder to authorized users of these requirements.

14. DATA CONFIDENTIALITY

The OCIO acknowledges the confidential nature of the aggregate server, application name, operating system versions, and IP addresses included in the shared OCIO TBM Program backend database.

This data is confidential under state RCW 42.56.420 (4) and use of this information will be limited only to persons whose staff function requires such access.

15. OVERSIGHT

The OCIO agrees that TBM Program Agency will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of the other party's technical capabilities.

16. TERMINATION

TBM Program Agency may terminate this Agreement if they no longer fall within the IT expenditure parameters as identified in OCIO policy 113. All TBM Program Agency data captured prior to termination are to be retained within the OCIO TBM program and remain available to meet OCIO reporting requirements.

17. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, the parties will first attempt to negotiate a mutually satisfactory solution. If the dispute cannot be resolved between the parties, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

18. GOVERNANCE

- A. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- B. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

19. AFFIRM AGREEMENT

I, hereby declare that I have the authority to bind TBM Program Agency to this Agreement, and acknowledge that by clicking on "I Accept" below, I have read, understand and accept this Agreement, and that this Agreement constitutes the entire agreement between TBM Program Agency and OCIO and supersedes all other communications, written or oral, relating to the subject matter of this Agreement. TBM Program Agency agrees that OCIO Services provided are subject to the terms of this Agreement.

Agreement affirmed electronically by (Signature Authority) at (Time) on (Date).