



Q1: How is this document used in an RFP solicitation?

A1: This document should be submitted as part of the RFP package depending on if a provider/vendor is hosting State of Delaware Data external to the State Network or if the provider/vendor will have access to State of Delaware Data as part of the service they are providing. When provider/vendor selection is determined, the necessary terms must be finalized with the provider/vendor. Occasionally, vendors want to negotiate some of the language. If this occurs, please contact your Customer Engagement Specialist to route the redlined document to DTI.

Q2: Has the Delaware Department of Justice reviewed these policies and terms?

A2: Yes.

Q3: What is the cutover date for the new policy and agreement?

A3: Any in-flight negotiations already in progress will continue to leverage the *Cloud and Offsite Hosting agreement and Data Usage Agreement*. All new and renewing engagements, contracts, and renewals negotiated will be required to adhere to use the Cloud Services and Data Usage Agreement.

Q4: If a vendor has already signed the T&Cs, do they need to re-sign the new ones?

A4: Yes eventually. You may go back and insert the new T&Cs into existing contracts, but it is not required. What is required is that the new T&Cs are replaced at the next renewal.

Q5: When should I inform my providers/vendors of Delaware's new policy and agreement?

A5: Procurement Officers should inform providers/vendors of this change as of the new policy effective dates. Providers/vendors should understand that compliance will be required at the time of a renewal or extension of that contract.



Q6: Does a blank box in the PUBLIC column on the agreement indicate a term is *not* required?

A6: Yes.

Q7: If data ownership has been transferred from the State to a provider, do we still need the Cloud Services and Data Usage Agreement Terms and Conditions signed?

A7: No. If Data Ownership has been passed to the provider/vendor no Terms and Conditions are necessary.

Q8: Do the terms apply if we are sending data to a provider or other organization for audit, research, aggregation, or analysis with no Cloud involvement?

A8: Yes! These transactions include when another organization is taking action on data on behalf of Delaware for Delaware (e.g., UD research using State data that provides outcomes for State programs).

Q9: Can state organizations add more restrictions beyond these policies and terms?

A9: Yes. In certain cases, an agency or school district may require even tighter data security terms. Especially if they are regulated by a Federal Agency.

Q10: Which terms apply to my project?

A10: The most important factor to consider is the data classification of the data that the provider/vendor will have access to:

1. Is the classification of the data PUBLIC or NON-PUBLIC in accordance to the [State's Data Classification Policy](#). There is a check on the agreement if the clause applies to that type of data.



Q11: I know that another State Organization uses the same provider/vendor, do I need the provider/vendor to sign an agreement for each contract/engagement?

A11: The agreement becomes part of the contract. Each contract needs its own agreement.

Q12: I understand many cloud providers/vendors have signed Delaware's Terms and Conditions, where is the list?

A12: The Director of Risk Management & Governance or designee maintains a log of every contract already including our Cloud Terms and Conditions. Keep in mind that each contract may be unique to an agency or school district's needs due to the data classification of the data and/or the specific product offering. Incorporating the applicable terms and conditions agreement document(s) into your contract is still required.