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Authority:

The authority and references for this addendum are from the following:

- I. Florida Statutes:
 - A. Chapter 119 – Public Records
 - B. Chapter 282 – Communications and Data Processing
- II. Florida Administrative Code (F.A.C.):
 - A. Rule Chapter 74-2 – Florida Information Technology Resource Security Policies and Standards
 - B. Rule Chapter 60-8 – Florida Accessible Electronic and Information Technology Rules
- III. The Department of Agriculture and Consumer Services Administrative Policies and Procedures:
 - A. Administrative Policies and Procedure Chapter 1, No. 1-2 – Information Technology Life Cycle (ITLC)
 - B. Administrative Policies and Procedure Chapter 2 – Office of Agriculture Technology Services (OATS)
 - C. Administrative Policies and Procedure Chapter 8 - Department Information Technology Resource Security Policies and Standards

Conditions:

1. All Contractors for the Department shall follow and adhere to all applicable Florida Department of Agriculture and Consumer Services Administrative Policies and Procedures contained in Chapter 1, 2, and Chapter 8 of the Department Supervisory Manual, specifically:

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- a. Administrative Policies and Procedure 1-2 — Information Technology Life Cycle. This policy, which includes the Information Technology Life Cycle (ITLC) methodology and Project Management methodology, provides the process for the Department to ensure the use of, adherence to, and compliance with the Department's Information Technology Life Cycle (ITLC) and related policies. If a Contractor providing services under contract to the Department is currently utilizing an Information Systems Development Methodology (ISDM) and Project Management methodology that the Contractor can demonstrate its use provides benefit to the Department, the methodology being utilized by the Contractor may be submitted for review by the Department ITLC Review Panel. The Contractor must submit a copy of the methodologies being utilized and a crosswalk/comparison to the Department's ITLC process and Project Management Methodology to the ITLC Review Panel for consideration. Regardless of the methodologies used, all required deliverables, as designated by an asterisk in the Administrative Policies and Procedure 1-2, must be submitted to the Department's ITLC Review Panel for review using the official Department forms where applicable including but not limited to, (ITLC – SYSTEM SECURITY PLAN (FDACS-01523), ITLC – FUNCTIONAL REQUIREMENTS DOCUMENTATION FORM (FDACS-01524), ITLC – PROCESS CHECKLIST (FDACS-01527), ITLC PROCESS WORKSHEET, APPENDIX, PROJECT SUMMARY PRICE SHEET (FDACS-01536). An attachment to Administrative Policies and Procedure 2-9 is the Department's Application Development Standards and Guidelines; which must be adhered to for all application development and framework projects. All required ITLC deliverables will be completed and the necessary approvals obtained before commencement of any programming. These same required ITLC deliverables will be updated and approved prior to implementation activities. Any project schedule should provide ample review time for agency staff to process forms and approvals, by scheduling them early in the project timeline.
- b. Administrative Policies and Procedure 2-3 - Change Management Policy and Procedure. This policy is for the purpose of approval, notification and tracking of any change occurring to a computer application, operating system software, systems management software, networking hardware / software, servers or any other information technology resource that has the potential to disrupt services to information technology users and customers of the Department.

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- c. Administrative Policies and Procedure 2-6 - Help Desk Procedures and Services. All requests for Office of Agriculture Technology Services (OATS) or areas of responsibilities will be requested through the OATS Help Desk for assignment to the proper section and for tracking purposes. If a Contractor encounters a problem with any of the hardware, software or any part of the infrastructure that the Department has agreed in the contract to provide, the Contractor must bring the problem to the immediate attention of the Department's project manager.

- d. Administrative Policies and Procedure 2-9 - Data Administration Program and Policy and the Application Development Standards and Guidelines.
 - 1) For applications accessible from the internet, a three-tiered technical architecture is required unless an exception is granted by the Information Technology Life Cycle Review Panel.
 - 2) The Department content management system (CMS) is not permitted to be changed or reconfigured.
 - 3) Applications and solutions should make use of existing data sets, comply with data standardization, and minimize data duplication.
 - 4) Applications shall meet Section 508/ADA Standards.

- e. Administrative Policies and Procedure 2-12 - Web Content Management and Domain Registration. This policy establishes procedures for approval and management of web content on the Department's intranet and internet web sites. It also establishes requirements for all Department internet web sites to follow the Department Internet and Intranet Web Standards.

- f. Chapter 8 - Information Technology Resources Security Policies and Standards. The security policies outlined in Chapter 8 are broad policies underlying the Department Information Technology Resource Security Program. The policies within this chapter will define minimum security standards for the protection of Department information resources.

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These policies and procedures apply to Department automated information systems that access, process or have custody of data. They apply to all information environments of the Department. They apply equally to all levels of management and all personnel, contractors, third parties, volunteers, etc. granted use or access to data or information resources.

These policies and procedures also apply to information resources owned by others, such as political subdivisions of the state or agencies of the federal government, in those cases where the Department has a contractual or fiduciary duty to protect the resources while in the custody of the Department. In the event of a conflict, the more restrictive security measures apply.

The Chapter includes the following sections and titles.

- 8-1 Department Information Technology Resource Security Policies and Standards
- 8-2 Department Information Technology Workers, Contractors, Providers and Partners
- 8-3 Confidential and Exempt Information
- 8-4 Access Control
- 8-5 Awareness and Training
- 8-6 Audit and Accountability
- 8-7 Certification, Accreditation, and Security Assessments
- 8-8 Configuration Management
- 8-9 Mission Critical Application Risk Assessment and Contingency Planning
- 8-10 Identification and Authentication
- 8-11 Incident Response Team
- 8-12 Media Protection
- 8-13 Physical and Environmental Protection
- 8-14 Systems and Application Security Planning
- 8-15 Personal Security and Acceptable Use
- 8-16 Systems, Applications and Services Acquisitions, Development and Maintenance
- 8-17 Systems and Communications Protection
- 8-18 Systems and Information Integrity
- Appendix A – Glossary of Terms

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- g. The following also apply to security measures.
- 1) All confidential/sensitive and financial software applications of the Department will have a penetration test performed by a third-party vendor, procured by the Division and coordinated by the Office of Agriculture Technology Services.
 - 2) All software application inbound data will be scanned by approved proactive security detection methods when the data comes to rest and prior to being uploaded to a system.
 - 3) Files at rest or in transit with confidential or personal identifiable information must be encrypted.
- h. Section 119.071(5)(a)5, Florida Statutes states, Social security numbers held by an agency are confidential and exempt from s. 119.07(1) and s. 24(a), Art. 1 of the State Constitution. This exemption applies to social security numbers held by an agency before, on, or after the effective date of this exemption. This exemption does not supersede any federal law prohibiting the release of social security numbers or any other applicable public records exemption for social security numbers existing prior to May 13, 2002, or created thereafter.

Please refer to the Department's Administrative Policies and Procedures 1-9 — Public Records Inspection and/or Duplication Fees, which identifies other Department information which is exempt from the provisions of Chapter 119, Florida Statutes.

- i. Section 119.071(5)(a)2.a., Florida Statutes states, An agency may not collect an individual's social security number unless the agency has stated in writing the purpose for its collection and unless it is: (I) Specifically authorized by law to do so; or (II) Imperative for the performance of that agency's duties and responsibilities as prescribed by law. Section 119.071(5)(a)3, Florida Statutes states, An agency collecting an individual's social security number shall provide that individual with a copy of the written statement required in subparagraph 2. The written statement also shall state whether collection of the individual's social security number is authorized or mandatory under federal or state law.
- j. Whenever feasible, any GIS data procured or purchased should have a Department-wide license.

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Additional Conditions:

2. It is mutually understood and agreed that the ownership of any software developed by Contractors specifically for the Department is the Department's property and shall be protected as such. In addition to the source code for the software, the Contractor will provide the Department with electronic copies of all of the ITLC deliverables and project artifacts developed during the project, including all forms and reports contained in the application. Neither licensing nor annual maintenance fees will be required to be paid for use of such software.

Licensing and annual maintenance fees may be charged for copyrighted software purchased 'as is' for use by the Department.

3. Currently supported/released versions of Oracle and Microsoft SQL Server are the Department's standard for relational database management systems. Microsoft Visual Studio (.NET), SQL Server Reporting Services (SSRS), Oracle Forms and Reports are the standard tools for application development. This includes the use of Java Web Development tools, Oracle Suite of Developer Tools, and/or Microsoft Model View Controller (MVC). ESRI and/or Google is the standard for desktop and server spatial data and mapping applications. Any deviation from this standard shall be clearly stated and approved by the Information Technology Life Cycle Review Panel prior to the commencement of any programming activities.
4. Section 60-8.003, F.A.C. – Electronic and Information Technology Procurements, includes the following.

(1) When procuring electronic and information technology resources, state agencies shall procure those products which comply with the accessibility standards provided in Rule 60-8.002, F.A.C., when such products are available in the commercial marketplace or when such products are developed in response to a solicitation. If products are commercially available that meet some, but not all, of the accessibility standards, the state agency shall procure the product that best meets the accessibility standards.

(2) State agencies procuring electronic and information technology shall include the following language in their solicitations and contracts requiring vendors to provide those products which comply with the accessibility standards provided in Rule 60-8.002, F.A.C., as electronic and information technology resources: Accessible Electronic Information Technology. Vendors submitting responses to this solicitation must provide electronic and

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information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

5. Section 60-8.004, F.A.C. —Electronic and Information Technology Development includes the following.
 - (1) When designing, developing and maintaining electronic and information technology resources, state agencies shall develop those processes or products which comply with the accessibility standards provided in Rule 60-8.002, F.A.C. Documentation of such developments shall include a detailed and comprehensive analysis of accessibility requirements, specifying any requirements necessary to meet the accessibility standards and achieve compliance. If a process or product can be developed that meets some, but not all, of the accessibility standards, the state agency shall develop the process or product that best meets the accessibility standards.

6. Sections 60-8.003 and 60-8.004, F.A.C. - When procuring a product, or designing, developing and maintaining electronic and information technology resources, if a state agency determines that compliance with any provision of Sections 282.601 - .606, Florida Statutes, or this rule chapter imposes an undue burden, the documentation by the state agency supporting the procurement or determination of undue burden in design/development shall explain specifically why, and to what extent, compliance with each such provision creates an undue burden.

7. No ad hoc queries shall be run on production databases by Contractors without the approval of the application owner.

8. Proprietary' Rights and Software
 - a. Definitions
 - 1) "Baseline Software" means the object code version of computer programs, and any related documentation (excluding maintenance diagnostics), provided by the Contractor to the Department (under reasonable and customary license terms and conditions acceptable to the Department, that is either (i) owned by the Contractor prior to the effective date of the contract, or (ii) owned by a third party, provided the Department has obtained the legal right from the owner or authorized licensor to license such baseline software. Baseline software also includes the source code version of baseline software where provided, and any modifications or enhancements to baseline software that are produced outside the contract. Baseline software also includes loadable micro code that enables the

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underlying equipment to function according to its published specifications.

- 2) "Developed Materials" means all software and other materials produced by the Contractor or its authorized subcontractors in the performance of the contract, including software program code, in both object code and source code forms, and all related materials, including designs, data models, database models, object models, program listings, flow charts, application manuals, technical manuals, training manuals, user manuals and operating procedures. The term "developed materials" does not include any pre-existing software, such as baseline software or modifications thereto produced outside the contract, but does include all modifications, enhancements, and interfaces to either baseline software or other pre-existing materials that are created in the performance of the project.

- 3) "Prepared Software Deliverable" means an augmentation of baseline software including any configuration parameters, programmed user exits, modifications, reports, data outputs or other additions to the baseline software required to make the system operational for the Department.

b. Rights in Data

The Department will be and remain the owner of all data made available by the Department to the Contractor or its agents, authorized subcontractors, or representatives pursuant to this contract. The Contractor will not use the Department's data for any purpose other than providing the services, nor will any part of the Department's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor, nor will any employee of the Contractor other than those on a strictly need to know basis have access to the Department's data. The Contractor will not possess or assert any lien or other right against the state's data. Without limiting the generality of any of the provisions of the contract, the Contractor shall only use personally identifiable information as strictly necessary to provide the services and shall disclose such information only to its employees who have a strict need to know such information. The Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.

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c. Ownership of Developed Materials

Only if the Contractor or an authorized software subcontractor or partner absorbs into its software and provides license, upgrades, maintenance, and support ("core software") for a software deliverable will all rights in such prepared software developed materials revert to the owner of such software. Otherwise, the following provisions apply:

- 1) The Department will own all developed materials. Title to the developed materials, including any copyright, patent, trade secret, or other proprietary rights in and to the developed materials other than core software, shall immediately vest in the Department upon the creation of such materials. Such developed materials shall be considered works made for hire. The Contractor hereby irrevocably assigns to the Department all of the Contractor's right, title and interest in and to the developed materials, including all rights of copyright, patent, trade secret, or other proprietary rights in and to the developed materials. The Contractor will require that all agreements hereafter entered into with its authorized subcontractors provide for the irrevocable assignment of all ownership and intellectual property rights (including copyrights and patents) in and to all such work related to development of the developed materials other than core software to the Contractor so that the Contractor may fulfill its obligations hereunder to the Department. The Contractor shall give the Department or its designee, without additional charge, all reasonable assistance requested by the Department to perfect the Department ownership of such developed materials including the execution and delivery of all formal documents assigning title to the developed materials to the Department.
- 2) The Contractor will deliver to the Department upon request, copies of any and all developed materials other than core software.
- 3) The Contractor shall not incorporate any such developed materials other than core software into its software for distribution to third parties except pursuant to mutually agreed upon license agreement. The price of licenses for developed materials shall be agreed to by the parties in a license agreement to be issued before the Department transfers any exclusive, royalty-free, irrevocable license to market and distributes developed materials developed as a result of the services.

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- 4) The Contractor agrees to defend at its expense, indemnify and hold harmless the Department, State of Florida and its agents and employees from and against all claims, damages, losses, and expenses (including legal fees and expenses) arising out of or resulting from the Contractor's use of the developed materials pursuant to such license.

d. Baseline Software

All baseline software used in performing the services shall be provided under a separate license agreement between the Department and the owner (or authorized licensor) of such software.

e. Developed Materials

In the event the Contractor or applicable software licensor absorbs into its software and provides license, upgrades, maintenance, and support for a prepared software deliverable that becomes core software, the following provisions apply:

- 1) The applicable software licensor will own its respective prepared software deliverables that are core software.
- 2) The Department shall have a perpetual, non-exclusive, non-transferable, and non-assignable license to use any such prepared software deliverables including any enhancements or customizations to the core software on the same terms and conditions as apply to the original software as set out in the applicable Software License Agreement.
- 3) If the Department is current with the version of the baseline software at the time an upgrade is sought, the customizations and enhancements that became core software will be upgraded to be functional with any such software upgrade.

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f. Escrow

Notwithstanding any provisions to the contrary, in the event the licensor discontinues upgrades or discontinues maintenance and support for any such core software enhancements or customizations, the Department and the Department's designated third parties under contract with the Department are entitled to access the source code for such software at no charge to either the Department or the Department's designated third party under contract with the Department.

- 1) The Contractor shall deliver to the Department's designated agent a sealed copy of the source code for the then current version of all source code (including core software plus any modifications or customizations) along with a detailed data description with data models, entity relationship diagrams, data elements and data definitions. From time to time as updated versions of the software are delivered to the Department, the Contractor shall also deliver or see to the delivery of sealed versions of updated source code for the software, together with related documentation as it is or becomes available, to the Department's designated agent or shall warrant that such has been deposited in an escrow account.
- 2) The escrow agent or the Department's designated agent shall be bound by all confidentiality and security provisions of the contract. The Contractor or the Contractor's trustee in bankruptcy shall authorize the escrow agent or Department's designated agent to make and release a copy of the applicable deposited materials to the Department without additional cost upon the occurrence of one or more of the following events:
 - a) The Contractor is dissolved or ceases doing business as a going concern;
 - b) The Contractor has a receiver, administrator or manager of its property, assets, or undertakings appointed in such circumstances as would substantially affect the Department's continuing use of the software; or
 - c) The Contractor ceases or is unwilling to provide support of the software in such a manner as to substantially affect the Department's continuing use of the developed materials software.

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g. Pre-Existing Materials

Neither the Contractor nor any of its authorized subcontractors shall incorporate any pre-existing materials (including baseline software) into developed materials or use any pre-existing materials to produce developed materials if such pre-existing materials will be needed by the Department in order to use the developed materials unless:

- 1) such pre-existing materials and their owners are identified to the Department in writing and,
- 2) such pre-existing materials are either readily commercially available products for which the Contractor has obtained a license (in form and substance approved by the Department) in the name of the Department, or are materials that the Contractor has the right to license to the Department and has licensed to the Department prior to using such pre-existing materials to perform the contract.

The Department retains all associated intellectual property rights in its materials, including without limitation, reports, documents, templates, studies, software programs in both source code and object code, specifications, business methods, tools, methodologies, processes, techniques, solution construction aids, analytical frameworks, algorithms, know-how, processes, products, documentation abstracts and summaries thereof, existing prior to commencement of the contract, or developed outside the scope of the contract, that are proprietary to the Department.

NO OTHER PROVISIONS OF THE AFOREMENTIONED CONTRACTUAL SERVICES AGREEMENT ARE AMENDED OR OTHERWISE ALTERED BY THIS AGREEMENT.