

SECURITY EVENT DATA SHARING AGREEMENT

This SECURITY EVENT DATA SHARING AGREEMENT (“Sharing Agreement”) is entered into by _____, hereinafter referred to as AGENCY, and PISCES-NW, for the Purpose outlined below (hereinafter, “Project”).

I. PURPOSE

PISCES-NW is a system that has been developed for gathering security event data relating to compromised information technology assets that may impact the sustainability and resilience of critical infrastructure operated by local government organizations. This system will receive data from public sector organizations and, using college and university students as analysts, will identify events and trends of interest and alert participants and other stakeholders depending on severity and taxonomy of the findings. The objective of the data collection and analysis is to supply situational awareness of the region’s current threat taxonomy, and to identify and initiate response to true incidents. An additional objective is to facilitate education and research in cyber security.

To this end, AGENCY agrees to share security event data with PISCES-NW to help achieve the goals of infrastructure protection, work force development, and research.

II. DEFINITION OF SECURITY EVENT DATA

Security Event Data (“Data”) shall consist of (1) the AGENCY’S network metadata (e.g., network flows, or “netflow”) containing the packet header information, to be collected at the AGENCY Internet ingress/egress point, connecting AGENCY’S computer network(s) to the Internet; and (2) alerts that are transmitted along with the network metadata from any intrusion detection system (IDS) embedded in any data collection device. For avoidance of doubt, the content layer of the network data (e-mail, web page, database transaction, et al.) are not “Data” that may be exported under this agreement.

III. TERMS OF USE

1. By using the Data contained contributed by AGENCY participation in the Project, PISCES-NW agrees to be bound by the provisions of this Sharing Agreement.
2. Data is provided for the Project’s use only. PISCES-NW is granted a limited, non-exclusive, non-transferable right to use the data solely for the purposes identified in this Sharing Agreement.
3. All other uses, including but not limited to the transfer of any portion of the analysis products to another party or agency, must be authorized by AGENCY in advance of such use and in writing. Disclosure of Data to any party or agency must also be authorized by AGENCY, unless such disclosure is required by law. AGENCY acknowledges that the Project includes data from public agencies that are subject to the requirements of the Public Records Act (PRA). The PRA includes exemptions that apply to the Data, including the exemptions found under RCW 42.56.420. If the PISCES organization receives a request for records under the PRA that includes the Data, the organization will not disclose the Data and refer the requestor to AGENCY.

4. Reproduction and/or disclosure of AGENCY data for commercial purposes is prohibited, unless expressly authorized through a separate licensing agreement with AGENCY.
5. Anonymization of the data for the purpose of research and research presentation by students is authorized, providing that the data have been anonymized to the extent that AGENCY is not identified.
6. Errors may exist in the Data provided. PISCES-NW accepts data products as is, with all faults, and assumes all responsibility for use thereof, and further covenants and agrees to hold AGENCY harmless from and against any claims, damages, losses, or liabilities arising from any use of the data.
7. THE AGENCY DISCLAIMS ANY WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SECURITY EVENT DATA OR ANALYSIS PRODUCT.
8. THE AGENCY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF INFORMATION IN THIS DATA. PISCES-NW ASSUMES ALL RISKS ARISING FROM THE USE OF ANY EVENT DATA.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. In exchange for, and in consideration of, security event data monitoring and analysis services provided by PISCES-NW, AGENCY will share with PISCES-NW Security Event Data.
2. AGENCY shall purchase and supply its own data collection hardware, which will meet specifications provided by PISCES-NW.
3. AGENCY and PISCES-NW agree to exchange Security Event Data for the Project.
4. PISCES-NW may share information on confirmed security events provided by the AGENCY with the Washington State Fusion Center.
5. PISCES-NW will utilize college-level student analysts to review, maintain, and analyze Data provided by the AGENCY.
6. AGENCY recognizes that while PISCES-NW analysts will provide their best efforts, the coverage provided, the level of coverage, and the experience and abilities of the analysts will vary greatly over time, and may include gaps and delays resulting from, for example, changes in the academic schedules, changes in schools and students participating, and changes in the academic level of the students.
7. AGENCY agrees to provide Security Event Data on a real-time or near real-time basis beginning after execution of this Sharing Agreement, and continuing until the termination of this Sharing Agreement, as provided below. PISCES will provide episodic event data analysis

that corresponds to collegiate terms when school is in session. PISCES will not provide 24/7 analysis.

8. PISCES-NW will communicate significant Project changes to AGENCY staff when they occur, including between planned quarterly updates. An example of a significant Project changes is the periodic addition of technology to add capacity and associated outage window.
9. AGENCY warrants that it can provide the appropriate technology and staff assistance to facilitate data collection at the ingress/egress network switch, either through “port mirroring”, “SPAN”, network tap, or other method for providing network flow data that are adequate and complete.
10. This SHARING AGREEMENT may only be amended or supplemented to provide for additional opportunities to share data; otherwise, it shall remain in effect until the end of the term of this agreement, or through cancellation by thirty (30) days written notice from one party to the other party.
11. Data Ownership: The stated purpose of the project is to collect and aggregate threat data for analysis and research purposes. However, the AGENCY retains full ownership of its Data.
12. Term of Agreement: this Sharing Agreement will remain in effect for a term of three (3) years.
13. Termination of contract: At the conclusion of the term of this Sharing Agreement, or in the event of election to terminate this Sharing Agreement, PISCES-NW agrees to dispose of AGENCY specific information at the AGENCY’s discretion. The following are three options for disposal of AGENCY owned data:
 - a. Allow PISCES-NW to retain the data in its entirety for research purposes
 - b. Direct PISCES-NW to destroy the data in its entirety, such that it is demonstrably unrecoverable
 - c. Return all data and analysis conducted to the AGENCY up to and including the date of termination *and* destroy all aggregated data as above.
14. Renewal: at the end of the term of this Sharing Agreement, it may be renewed at the request of the AGENCY providing that the AGENCY continues to meet the requirements for a monitored jurisdiction.
15. Nothing herein shall be construed as obligating AGENCY or PISCES-NW to expend funds or involve either party in any contract or other obligation for future payment of money, in excess of appropriations authorized by law and administratively available for this work.
16. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.
17. The parties agree that the venue of any action or suit concerning this Agreement shall be in federal or state courts located in King County, Washington, and all actions, or suits thereon shall be brought therein.

18. NO SERVICE LEVEL IS EXPRESSED OR IMPLIED BY PISCES-NW, AND PISCES-NW MAKES NO REPRESENTATION OR WARRANTY AS TO THE QUALITY OF ANY SERVICES OR DATA PROVIDED AND HEREBY DISCLAIMS ANY SUCH WARRANTY.

This AGREEMENT becomes effective on the date of the most recent signature below.

AGENCY

PISCES-NW

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____