

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
BONSALL UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA STATE UNIVERSITY SAN MARCOS

This Memorandum of Understanding (MOU) is entered into by Bonsall Unified School District (herein referred to as "The District") and the Trustees of the California State University on behalf of California State University San Marcos (herein referred to as "CSUSM") to allow for the sharing of confidential data between institutions. The sharing of this data is necessary to provide the services and resources required to meet the complex needs of students in school districts participating in the guaranteed admissions program currently established between The District and CSUSM (herein referred to as "The Alliance" or "The Parties"). The sharing of such data will provide necessary insight to achieve continuous improvement across programs and to make informed policy decisions. This MOU provides authorization for the use of this confidential data only as detailed below in the Scope of Work section.

#### I. PURPOSE

The purpose of this MOU is to document the terms under which CSUSM and The District will provide access to information, including personally-identifiable student information, to work toward the goals set forth in the guaranteed admission MOU. The data shall only be used for research and/or analytical purposes including, but not limited to:

1. Ensuring the use of consistent comparable data in order to identify early warning indicators;
2. Identifying trends and patterns in student academic progress at CSUSM to determine where students are successful and where they struggle.

All parties will comply with all applicable federal and state laws, including but not limited to the Family Educational Rights and Privacy Act, concerning access to and confidentiality of student record information.

#### II. SCOPE OF WORK

Commitment to this MOU will allow the measurement of the overall impact of the Alliance on CSUSM students who attended K-12 in the District's attendance area, in seven key areas:

1. High school graduation rates
2. "College Ready" graduation rates
3. College attendance rates
4. College graduation rates
5. One-year retention rates at the College level
6. Time to undergraduate degree completion
7. Average educational attainment in the region

The parties shall provide one another with academic data concerning their respective students. The data shall be provided at least once annually consistent with the dates established by the representatives from The District and CSUSM. Said data shall be provided in the manner and form as specified by the designated representative from the educational institutions represented in this MOU. The data shall be used for conducting analysis to assist with the design, evaluation, and delivery of The Alliance program for the

purpose of continual improvement across the key measurable outcomes previously outlined. This data may include personally identifiable information such as names, date of birth, gender, and ethnicity as well as admissions information, terms of enrollment, courses and grades. Aggregated data on high school graduation rates, "College Ready" graduation rates as shown through Early Assessment Program (EAP) passing rates and percentage of students completing A-G requirements, and college graduation rates may be requested when available. Each Agency may request additional information from the datasets, as needed, for special study purposes.

Any data received pursuant to this MOU shall be destroyed when it is no longer needed for the studies and no later than ten years from the date the data is first received. Destruction of data is achieved when the original data is deleted, and any database content which stores individually identifiable data is removed. Archives and backups which may contain this data may be held for not more than 24 months.

The parties will maintain the confidentiality of any and all student data exchanged by each as a part of this MOU, except where disclosure is required by law. The confidentiality requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent MOU intended to supersede this MOU. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, the parties shall establish a system of safeguards that will at minimum include the following:

- A. Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the MOU.
- B. All designated members, staff and faculty at educational institutions involved in the handling, transmittal, and/or processing of data provided under this MOU will be required to execute a confidentiality MOU requiring said personnel to maintain the confidentiality of all student related personally identifiable information.
- C. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this MOU.
- D. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this MOU.
- E. Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this MOU must be stored in an encrypted format in order to ensure the confidentiality, integrity and availability of the data.
- F. The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that any and all disclosures of confidential student data comply with all provisions of the "Family Educational Rights and Privacy Act" and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this MOU.

- G. The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that any and all disclosures of confidential student data comply with all provisions of the "Family Educational Rights and Privacy Act" and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this MOU.

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### III. BONSALL UNIFIED SCHOOL DISTRICT RESPONSIBILITIES

- A. The District will use CSUSM confidential data for the requested years, as provided under the terms of this MOU only for the purposes specified above. The data is not to be used for personal gain or profit. The District agrees to comply with the provisions of the CSUSM Confidentiality and Security Requirements, Attachment A of this MOU.
- B. Any publications resulting from, or related to the use of this data, must appropriately acknowledge CSUSM as the original source of the data. The District will include a disclaimer that credits the respective agency authors for any analysis, interpretations, or conclusions reached. The suggested wording is: "The findings reported herein were performed with the permission of CSUSM. The opinions and conclusions expressed herein are solely those of the authors and should not be considered as representing the policy of the collaborating agency or any agency of the State of California."
- C. The District will ensure that technical descriptions of the data are consistent with those provided by CSUSM.
- D. The District will provide CSUSM with a pre-publication draft of any reports no later than 30 calendar days before publication. CSUSM shall respond within 14 working days to the pre-publication draft thereby allowing both parties the opportunity for resolution of any possible issues. Should CSUSM disagree with any part of the report, a disclaimer stating CSUSM's MOU must be included in the final published report, preferably located in the Executive Summary.
- E. The District will not, under any circumstances, identify any person, household, or family, nor contact any individuals from any of the data files for any purpose other than those enumerated and described in the Purpose and Scope of Work of this MOU.
- F. The District will designate a contact person to be responsible for oversight and supervision of the security and confidentiality of the data, and to act in a liaison capacity throughout the term of this MOU. The District will immediately notify CSUSM in writing of a contact person change. The contact person shall be: Laura McLin, Administrative Assistant to Business & Administrative Services.

- G. On an as needed basis, The District will exchange a list of identifying information and relevant data fields to facilitate linking between the CSUSM sections and The District sections that are involved in the use and transmission of the data.

#### IV. CSUSM's RESPONSIBILITIES

- A. CSUSM will use The District's confidential data for the requested years, provided under the terms of this MOU only for the purposes specified above. The data is not to be used for personal gain or profit. Further, CSUSM staff agrees to comply with the provisions of The District's Confidentiality and Security Requirements, Attachment A of this MOU.
- B. Any publications resulting from or related to the use of this data must appropriately acknowledge The District as the original source of the data. CSUSM will include a disclaimer that credits the respective agency authors for any analysis, interpretations, or conclusions reached. The suggested wording is: "The findings reported herein were performed with the permission of The District. The opinions and conclusions expressed herein are solely those of the authors and should not be considered as representing the policy of the collaborating agency or any agency of the State of California."
- C. CSUSM will assure that technical descriptions of the data are consistent with those provided by The District.
- D. CSUSM will provide The District with a pre-publication draft of any reports no later than 30 calendar days before publication. The District shall respond within 14 working days to the pre-publication draft thereby allowing both Agencies the opportunity for resolution of any possible issues. Should The District disagree with any part of the report, a disclaimer stating The District's disagreement must be included in the final published report, preferably located in the Executive Summary.
- E. CSUSM will not, under any circumstances, identify any person, household, or family, nor contact any individuals from any of the data files for any purpose other than those enumerated and described in the Purpose and Scope of Work of this MOU.
- F. CSUSM will designate a contact person to be responsible for oversight and supervision of the security and confidentiality of the data, and to act in a liaison capacity throughout the term of this MOU. CSUSM will immediately notify The District in writing of a contact person change. The contact person shall be: Rebekah Tang, Student Success Analyst, Institutional Planning and Analysis.
- G. On an as needed basis, CSUSM will exchange a list of identifying information and relevant data fields to facilitate linking between the CSUSM sections and The District sections that are involved in the use and transmission of the data.



V. TERM

This MOU takes effect upon signature by the authorized representative of each party and shall remain in effect for five (5) years thereafter or through completion of the Project, whichever occurs first.

NOTICES AND COMMUNICATIONS

All notices and communications shall be in writing and delivered to:

CSUSM	BONSALL UNIFIED SCHOOL DISTRICT
NAME: Rebekah Tang	NAME: Laura McLin
TITLE: Student Success Analyst, Institutional Planning and Analysis	TITLE: Administrative Assistant to Business & Administrative Services
ADDRESS: 333 S Twin Oaks Valley Rd, San Marcos, CA 92069	ADDRESS: 31505 Old River Rd. Bonsall, CA 92003
PHONE: 760-750-4040	PHONE: 760-631-5200 ext: 1006
EMAIL: rtang@csusm.edu	EMAIL: laura.mclin@bonsallusd.com

VI. GENERAL PROVISIONS

- A. Termination without cause: This MOU may be terminated by either party without cause upon thirty (30) days written notice to the other Party.
- B. Termination with cause: This MOU may be terminated immediately by either party should the other Party fail to perform the covenants herein contained at the time and in the manner herein provided.
- C. Indemnification:
  - a. Other Party shall defend, indemnify and hold harmless California State University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of Other Party, its officers, subcontractors, representatives, assignees, appointees, agents, or employees.


- b. California State University shall defend, indemnify and hold harmless Other Party and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of California State University, its officers, agents, or employees.
- D. Security: Data provided to CSUSM from The District is subject to the CSU Information Security Policies, and any information security breach or unauthorized disclosure of information will be managed in compliance with State and Federal laws along with applicable CSU Policies.
- E. Assignment: No party to this MOU shall assign this Memorandum of Understanding, either in whole or in part.
- F. Agents: Both parties agree that they are not agents of the other Party and the Parties agree they will not and cannot enter into contracts and other instruments with public or private parties that purport to create any obligation or liability on the part of the other Party to this Memorandum of Understanding.
- G. Severability: Other Party and CSUSM agree that if any provision of this MOU is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the MOU shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the MOU, the MOU shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.
- H. Governing Law: To the extent not inconsistent with applicable federal law, this MOU shall be construed in accordance with and governed by the laws of the State of California. The venue of any proceeding shall be the appropriate federal or state court in San Diego County, California.
- I. Any dispute arising under or resulting from this MOU that is not resolved within 60 days of time by authorized representatives of the Parties shall be brought to the attention of the Parties' Chief Business Officer or Designee for resolution. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this MOU. Despite an unresolved dispute, Parties shall continue without delay in performing its responsibilities under this MOU. Parties shall accurately and adequately document all services performed under this MOU.

Entire MOU: This MOU sets forth the entire MOU between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each Party. This MOU may only be amended by an amendment in writing executed by the Parties hereto.

- J. Each Party warrants that it has full power and authority to enter into this MOU. Signatures below indicate acceptance of the terms, conditions, and responsibilities contained herein and represent that the signatories are authorized to bind the respective Parties.

By signing below, each of the following represent that they have authority to execute this MOU and to bind the Party on whose behalf their signature is made.

CALIFORNIA STATE UNIVERSITY SAN MARCOS

By:   
[Lindsay Swensen \(Jan 10, 2024 09:28 PST\)](#)  
Lindsay Swensen  
Director, Procurement & Contracts

Date: 01/10/2024

BONSALL UNIFIED SCHOOL DISTRICT

By:   
Heather Golly  
Executive Director of Educational Services  
& Student Services

Date: 6/21/23

BOARD APPROVED  
  
DATE: 6/21/23 INITIAL: HS

## **CSUSM CONFIDENTIALITY AND SECURITY REQUIREMENTS**

### **DEFINITIONS**

**Confidential Information** - The term "Confidential Information" shall mean all proprietary information, data, trade secrets, business information, any student records including but not limited to, Social Security numbers, other tax identification numbers, credit card, bank account and other financial information, student academic, health, attendance or other record, and other information of any kind whatsoever which

- a. a Party ("Discloser") discloses, in any format (i.e. written, electronic, verbal, etc.) to the other Party ("Recipient") or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which
- b. relates to:
  - i. the Discloser, or
  - ii. in the case of DISTRICT as Recipient, the CSU, its students and employees, and its third-party contractors or licensors who have made confidential or proprietary information available to the CSU.

**DISTRICT** – DISTRICT is any party to an agreement with the CSU along with any DISTRICT Representative, Subcontractor, Affiliate, or other entity over whom the DISTRICT has control.

**CSU Information Assets** – Information systems, data, and network resources to include automated files and databases.

**Student Educational Record** – Data provided to the DISTRICT by CSUSM relating to an individual student OR a record generated by CSUSM relating to an individual student and provided to the DISTRICT under the following circumstances: a) CSUSM has received Student Educational Records for this individual student from DISTRICT and b) CSUSM has received consent, consistent with FERPA requirements, from the student to share his or her student records with DISTRICT.

**Aggregated Student Records:** Data provided to DISTRICT by CSUSM related to DISTRICT student achievement and performance and in which individual students are not identified nor identifiable.

**CSU Protected Data** - data defined as "Confidential Level 1" and "Internal Use Level 2" in the CSU Data Classification Standard. CSU Protected Data expected to be relevant to this MOU includes but is not limited to Student Educational Records, Aggregated Student Records, authentication credentials for CSUSM data analytics systems and other electronic records related to the work performed under this MOU.

**Party** – The CSUSM or DISTRICT.

**Relationship Manager** - the respective employees of each Party that each Party shall designate to act on its behalf with regard to matters arising under this Agreement; each Party shall notify the other in writing of the name of their Relationship Manager; however, the Relationship Manager shall have no

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authority to alter or amend any term, condition or provision of the Agreement; further, each Party may change its Relationship Manager by providing the other Party with prior written notice.

**Representative** - an employee, officer, director, or agent of a Party.

**Subcontractor** - a third party to whom DISTRICT has delegated or subcontracted any portion of its obligations set forth herein.

**Affiliate** - an entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity.

**Work Product** - All discoveries, inventions, work of authorship or trade secrets, or other intellectual property and all embodiments thereof originated by DISTRICT within the scope of Services provided under this Agreement, whether or not prepared on CSU's premises.

### 1.0 ACKNOWLEDGEMENT

DISTRICT acknowledges that under this MOU, DISTRICT will provide CSUSM with student records.

CSUSM acknowledges that under this MOU, CSUSM will provide DISTRICT with Aggregated Student Records relevant to DISTRICT students.

DISTRICT acknowledges that they must obtain consent from students for whom they wish CSUSM to provide Student Educational Records, and that this consent must be consistent with FERPA requirements and that they must provide this consent information to CSUSM.

CSUSM acknowledges that it will provide Student Educational Records as requested by DISTRICT for those students for which CSUSM has received the student's consent to do so.

Both Parties represent and warrant that they will keep all Student Educational Records confidential both during the Term and after the termination of the Agreement.

### 2.0 DISCLOSURE REQUIREMENTS

DISTRICT agrees that it will include all of the terms and conditions contained in this MOU in all subcontractor contracts providing services under this MOU.

DISTRICT shall not use or disclose CSUSM Protected Data other than to carry out the purposes of this agreement. DISTRICT shall not disclose any CSUSM Protected Data other than on a "need to know" basis and then only:

- a. To its representatives, provided however, that each such employee or officer has entered into a confidentiality agreement;

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- b. To affiliates of or subcontractors to the DISTRICT, only if previously approved by the CSUSM and provided that
  - i. Use by such Affiliates and subcontractor shall be limited to the purpose of this agreement;
  - ii. Affiliate or subcontractor is bound by contract and or confidentiality agreement to protect CSUSM data from unauthorized access.

If required by a court of competent jurisdiction or an administrative body to disclose Protected Data, DISTRICT shall notify the CSUSM in writing prior to any such disclosure in order to give the CSUSM an opportunity to oppose any such disclosure. Prior to any disclosure of Confidential Information as required by legal process, the DISTRICT shall:

- c. Notify CSUSM of any, actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and
- d. Delay disclosure until CSUSM has provided DISTRICT with notice that they will oppose or agree to such disclosure or the time specified for legal compliance is reached.

Any access, transmission, or storage of Protected Data outside the United States shall require prior written authorization by the CSU.

### 2.1 Exceptions to Obligations of Confidentiality

With the exception of the data classified as "Confidential Level 1" or "Internal Use Level 2" under the CSU Data Classification Standard, obligations of confidentiality shall not apply to any information that:

- a. DISTRICT rightfully has in its possession when disclosed to it, free of obligation to CSUSM to maintain its confidentiality;
- b. DISTRICT independently develops without access to CSUSM Protected Data;
- c. Is or becomes known to the public other than by breach of this contract;
- d. The CSUSM or its agent releases without restriction; or
- e. DISTRICT rightfully receives from a third party without the obligation of confidentiality.

Any combination of Protected Data disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.

Failure by the DISTRICT to comply with any provision of this Section shall constitute a default.

### 3.0 INFORMATION SECURITY PLAN

DISTRICT acknowledges that the CSUSM is required to comply with information security standards for the protection of Protected Data Information required by law, regulation and

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regulatory guidance, as well as the CSUSM's internal security policy for information and systems protection.

Within 30 days of the Effective Date of the Agreement and subject to the review and approval of CSUSM, DISTRICT shall establish, maintain and comply with an information security plan ("Information Security Plan"), which shall contain such elements that the CSUSM may require after consultation with DISTRICT. On at least an annual basis, DISTRICT shall review, update and revise its Information Security Plan, subject to CSUSM's review and approval. At CSUSM's request, DISTRICT shall make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to the CSUSM's security requirements as they exist from time to time.

DISTRICT's Information Security Plan shall be designed to:

- Ensure the security, integrity and confidentiality of the CSUSM Protected Data;
- Protect against any anticipated threats or hazards to the security or integrity of such information;
- Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the person that is the subject of such information;
- Protect against unauthorized changes to or use of CSUSM Protected Data; and
- Comply with all applicable CSUSM policies legal and regulatory requirements for data protection.
- Include business continuity and disaster recovery plans.

DISTRICT's Information Security Plan shall include a written response program addressing the appropriate remedial measures it shall undertake in the event that there is an information security breach.

DISTRICT shall cause all Subcontractors and other persons and entities whose services are part of the Services which DISTRICT delivers to the CSUSM or who hold CSUSM Protected Data, to implement an information security program and plan substantially equivalent to DISTRICT's.

The parties expressly agree that DISTRICT's security procedures shall require that any Protected Level 1 Data transmitted or stored by DISTRICT only be transmitted or stored in an encrypted form approved by the CSUSM.

In addition, DISTRICT represents and warrants that in performing the Services, it will comply with all applicable privacy and data protection laws and regulations of the United States including, as applicable, the provisions in the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq., the Family Education Rights and Privacy Act ("FERPA"), 20 USC Section 1232(g) et seq., and of any other applicable non-U.S. jurisdiction, including the European Union Directives, and that it will use best efforts, consistent with Federal Trade Commission and other applicable guidance, to protect CSUSM's Protected Information from identity theft, fraud and unauthorized use.

Failure by DISTRICT to comply with any provision of this Section shall constitute a default

### **4.0 INCIDENT RESPONSE MANAGEMENT**

**4.1 Notification of a Security Incident.**

DISTRICT shall report, in writing, to the CSUSM any use or disclosure of CSUSM Protected Data not authorized by this Agreement or authorized in writing by CSUSM, including any reasonable belief that an unauthorized individual has accessed CSUSM Protected Data. This report shall be made to CSUSM's primary contact and its designated information security officer. It shall include details relating to any known or suspected security breach of DISTRICT's system or facilities which contain CSUSM Protected Data or any other breach of Protected Data relating to this MOU. This report shall be made not later than within twenty-four (24) hours after discovery, if the information was, or is reasonably believed to have been, acquired by an unauthorized person.

**4.2 Notification Contents**

DISTRICT's report shall identify:

- The nature of the unauthorized use or disclosure,
- The time and date of incident,
- A description of CSUSM Protected Data used or disclosed,
- Who made the unauthorized use or received the unauthorized disclosure,
- What DISTRICT has done or shall do to mitigate any harmful effect of the unauthorized use or disclosure, and
- The corrective action DISTRICT has taken or shall take to prevent future similar unauthorized use or disclosure.

DISTRICT shall provide such other information, including a written report, as reasonably requested by the CSUSM.

**4.3 Notification to Parties**

DISTRICT agrees to fully cooperate with the CSUSM with the preparation and transmittal of any notice, which the CSUSM may deem appropriate or required by law, to be sent to affected parties regarding the known or suspected security breach, and to be financially responsible for any such notice resulting from DISTRICT's, its Representatives, Affiliates, or Subcontractors acts or omissions with regard to the data security requirements of this Agreement. DISTRICT shall take appropriate remedial action with respect to the integrity of its security systems and processes.

**5.0 PERSONNEL SECURITY REQUIREMENTS**

Any work to be performed in connection with this Agreement by DISTRICT, its Affiliates or Subcontractors must be performed in the United States, unless the prior written consent of CSUSM is received to perform work outside the United States. Further, CSUSM Protected Data may not be transmitted or stored outside the United States without the prior written consent of CSUSM.

DISTRICT shall require all Representatives, Affiliates and Subcontractors with access to CSU Protected Data, as a condition of their engagement, to participate in annual security awareness training.

DISTRICT shall comply and shall cause its Representatives, Affiliates and Subcontractors to comply with all personnel, facility, safety and security rules and regulations and other instructions of CSUSM, when



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performing work at a CSUSM facility, and shall conduct its work at the CSUSM facilities in such a manner as to avoid endangering the safety, or interfering with the convenience of, CSUSM Representatives or customers.

DISTRICT shall not knowingly permit a Representative, Affiliate, or Subcontractor to have access to the records, data or premises of CSUSM when such Representative, Affiliate or Subcontractor:

- (a) has been convicted of a crime;
- (b) has engaged in a dishonest act or a breach of trust; or
- (b) uses illegal drugs.

DISTRICT agrees that under no circumstances shall any of DISTRICT's Representatives, Affiliates or Subcontractors, whether full-time or part-time, connect to any CSUSM system or access any CSU data, for purposes of downloading, extracting, storing or transmitting information through personally owned, rented or borrowed equipment including, but not limited to mobile devices (e.g., laptops, PDAs, cell phones, etc.,)

DISTRICT represents that it maintains comprehensive hiring policies and procedures which include, among other things, a background check for criminal convictions, and pre-employment drug testing, all to the extent permitted by law. DISTRICT shall conduct thorough background checks and obtain references for all its Representatives, Affiliates, and Subcontractors who have access to CSUSM's protected information.

Any exceptions are at variance with the CSUSM policy and must be approved in advanced according to CSUSM policy guidelines.

### **6.0 RECORD RETENTION REQUIREMENTS**

DISTRICT shall maintain all records pertaining to the Services provided to the CSUSM under this MOU for in accordance with the CSU Retention schedule (Reference the following link for CSU Retention schedule: <https://www.calstate.edu/recordsretention>) and if longer after termination of the MOU, subject to applicable law or regulation. DISTRICT further agrees to provide to the CSUSM, at its request, a full copy of all such records for the CSUSM.

Backup data may not be archived. Destruction/deletion of data shall be in accordance with ISO 27001. DISTRICT to provide evidence or certification that this section has been complied with.

### **7.0 CSUSM RIGHT TO CONDUCT AND/OR REVIEW RISK ASSESSMENTS**

DISTRICT, with access to the CSUSM protected data, shall conduct risk assessments and/or audits of its use of CSUSM protected data at least annually. The DISTRICT shall provide CSUSM with copies of its latest information security risk assessments and/or audits upon request.

If any assessment and/or audit discloses material variances from the performance requirements set forth in this Agreement or a breach by DISTRICT of the provisions of this MOU, DISTRICT shall be deemed in breach of this MOU.

**8.0 TERMINATING OR EXPIRING THE AGREEMENT – RETURN/DESTROY PROTECTED DATA**

Upon the termination or expiration of this MOU, or at any time upon the request of CSUSM, DISTRICT and its subcontractors shall return all CSUSM Protected Data (and all copies and derivative works thereof made by or for DISTRICT). Further, DISTRICT and all subcontractors shall delete or erase such Protected Data, copies and derivative works thereof, from their computer systems.

CSUSM shall have the right to require DISTRICT to verify, to CSUSM's satisfaction, that all CSUSM Protected Data has been returned, deleted or erased. DISTRICT agrees to fully cooperate with CSUSM's requests for verification.