

Vendor Technology Requirements Policy

The Rhode Island Department of State (RIDOS) has adopted technology requirements that all vendors engaging with RIDOS in technology related projects must adhere to. All vendors shall maintain compliance with this policy as detailed below for the duration of this engagement.

1. Standard Practices:

Vendors shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services provided to RIDOS. If any service, product or deliverable provided by a vendor does not conform to RIDOS policies, standards or general practices, the vendor shall at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to RIDOS policies, standards or practices.

2. Information Security

Vendors must have, and upon request by the RIDOS provide copies of its information security policies that cover the following elements:

- a. Data Classification and privacy
- b. Security Training and awareness
- c. Systems administration, patching and configuration
- d. Application development and code review
- e. Incident response
- f. Workstation management, mobile devices and antivirus
- g. Backup and disaster recovery
- h. Requirements for third-party business partners and contractors
- i. Compliance with information security or privacy laws, rules, regulations or standards

3. Operations Security

To the extent the Vendor or its subcontractors, affiliates or agents handles, collects, stores, disseminates, or otherwise deals with RIDOS Data, the Vendor shall cause an SSAE 18 SOC 2 Type 2 audit report to be conducted annually. The audit results and the Vendor's plan for addressing or resolution of the audit results shall be shared with the RIDOS within sixty (60) days of the Vendor's receipt of the audit results.

4. Confidentiality and Data Integrity

The Rhode Island Department of State is responsible for safeguarding the confidentiality and integrity of data within its infrastructure. The control of the disclosure on any data related to the project shall be retained by RIDOS. Vendors are required to agree to the requirements of any Non-Disclosure Agreement in place.

5. **Cyber Security Liability**

It is the responsibility of the vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality or integrity of information maintained by the RIDOS. Any vendor agreement shall not limit or modify liability for information security breaches. Vendors shall indemnify and hold harmless the Rhode Island Department of State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorney's fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the RIDOS shall subtract from any payment made to vendors all damages, costs and expenses caused by such information security breaches that have not been previously paid.

6. **Responsibility in the Event of a Data Breach**

Vendors shall notify the RIDOS without unreasonable delay when the vendor confirms a data breach. In the event the breach affects any RIDOS data, the notification should include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.