

**ATTACHMENT C**  
**AGENCY TERMS**  
**SOLICITATION NO. 2200000013**

1. The service to be performed under this contract shall not be subcontracted, in whole or in part, to any other person or entity without the written consent of the DAC. The terms of this contract and such additional terms as the DAC may require, shall be included in any approved subcontract and approval of any subcontract shall not relieve Contractor of any responsibility for performance under this contract.
2. Supplier understands and agrees that in the performance of work or services under this agreement, or in contemplation thereof, Supplier may have access to private or confidential information which may be owned or controlled by the DAC and/or participating agencies, and that such information may contain proprietary details, disclosures, or sensitive information whose disclosure to or use by a third party will be damaging or illegal. Supplier agrees that all information disclosed by the DAC to Supplier, which is in written form, and which is confidential shall be held in confidence and used only in performance of services under this agreement.
3. Selected supplier understands and agrees that in the performance of work or services under this agreement, DAC will perform criminal background checks on Supplier personnel that will be working on this project. Further, Supplier may be required to sign a binding non-disclosure agreement before handling DAC's confidential data.
4. Supplier cannot have any proprietary rights to the proposed solution. DAC expects to retain all rights to any modifications or configurations to the proposed solution and ownership of future licenses. DAC expects to be the licensee of all software provided. The proposed solution will be State or vendor hosted.