|  |
| --- |
|  [ ]  Research Project |
|  [ ]  Implementation Project |

#### STATE OF TEXAS §

**COUNTY OF TRAVIS §**

**RESEARCH and TECHNOLOGY IMPLEMENTATION**

**PROJECT AGREEMENT**

**to**

**[INSERT PROJECT/IMPLEMENTATION NAME FOR EXAMPLE,**

**"*Develop Traffic Signal Coordination Strategies to Improve Mobility for Congested Urban Arterials*"**

**THIS AGREEMENT** is made pursuant to the terms and conditions of a Cooperative Research and Implementation Agreement (CRIA) entered into by and between the State of Texas, acting through the Texas Department of Transportation (Receiving Agency) and the **[INSERT UNIVERSITY NAME(s)]** (Performing Agency).

This Project Agreement is in accordance with:

**[ ]** CRIA, Article 9 – BUDGET, A. Research Programs and is considered a part of the Annual Program.

**[ ]** CRIA, Article 9 – BUDGET, B. Independent Projects and is considered an independent project.

# BACKGROUND

Federal law establishes federally funded highway programs, including the State Planning and Research Program. Federal and state law requires the Performing Agency to meet certain contract standards relating to the management and administration of State and Federal funds.

**NOW THEREFORE,** the Receiving Agency and the Performing Agency agree as follows:

# AGREEMENT

**1. Period of the Agreement**

**A.** Payment under this agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, the Agreement is subject to immediate termination, in whole or in part with no liability to either party. This Agreement shall remain in effect until the Project Termination Date of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

**B.** The Performing Agency shall not proceed with any work or incur any costs in any given fiscal year until the Receiving Agency issues an Activation Letter to the Performing Agency as written notice of initial project approval authorizing work to begin within each fiscal year.

**2. Project Abstract and Work Plan, and Project Schedule**

The Performing Agency shall complete the project named above and as further detailed in Exhibit A, Project Abstract and Work Plan, and Exhibit C, Project Schedule, which are attached to and made part of this Agreement.

**3. Project Supervision**

The Performing Agency Project Supervisor whose agency shall be the lead agency, and other primary research staff, are named below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|   | **Name** | **Title** | **Agency** | **Phone No.** | **Email** |
| Project Supervisor |       |       |       |       |       |
| Researcher or PI |       |       |       |       |       |
| Researcher or PI |       |       |       |       |       |
| Researcher or PI |       |       |       |       |       |

**4. Uses of Funds**

The total estimated cost of the Project is shown in Exhibit B, Itemized Project Budget Estimate, which is attached and made part of this Agreement. Exhibit B, Itemized Project Budget Estimate, which includes all direct and indirect costs, in accordance with Article 9, Budget of the CRIA, details project costs for each fiscal year of the project, in accordance with 2 CFR 200. Exhibit B, Itemized Project Budget Estimate must comply with the requirements of the latest TxDOT University Handbook.

1. The Receiving Agency will pay for only those Project costs that have been approved by the Federal Highway Administration (FHWA). The State and the Federal Government will not reimburse the Performing Agency for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the Receiving Agency will send the Activation Letter to the Performing Agency outlining the obligation of funds including federal award information. The Performing Agency is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

 **B.** The Performing Agency is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the Receiving Agency and the TxDOT University Handbook no more frequently than monthly, and no later than One Hundred Twenty (120) days after costs are incurred.

**5. Information Technology (IT) Deliverables to the Receiving Agency**

When applicable, all data used and generated under the terms of this Agreement must comply with Exhibit D, Information Resources and Security Requirements, which is attached to this Agreement.

**6. Termination**

This Agreement may be terminated in accordance with Article 29 – Termination of Program or Project, of the CRIA.

**7. Amendments**

Amendments to this Agreement shall be in writing and shall be executed by all parties and in accordance with Article 8 – Amendments, of the CRIA.

**8. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, electronically, postage prepaid, addressed to that party at the following address:

|  |  |
| --- | --- |
|  **Performing Agency:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  **Receiving Agency:**Research and Technology Implementation Division Texas Department of Transportation125 E. 11th StreetAustin, Texas 78701, orRTIMAIN@txdot.gov |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**9. Responsibilities of the Parties**

 Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

**10. Sole Agreement**

 This Agreement, together with the CRIA, supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

**11. Cost Principles**

 In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**12. Lobbying Certification**

In executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

**A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Performing Agency shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

**C.** The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**13. Federal Funding Accountability and Transparency Act Requirements**

**A.** Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

**B.** The Performing Agency agrees that it shall:

1. Obtain and provide to the Receiving Agency a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/SAM/>.

 2. Obtain and provide to the Receiving Agency a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**14. Signatory Warranty**

Each signatory warranty that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the Receiving Agency and the Performing Agency in duplicate.

|  |  |  |
| --- | --- | --- |
| **THE PERFORMING AGENCY** |  | **THE RECEIVING AGENCY** |
| AUTHORIZED SIGNATURE |  | AUTHORIZED SIGNATURE |
|  |  | Kenneth StewartDirector of Contract Services  |
| TYPED OR PRINTED NAME AND TITLE |  | TYPED OR PRINTED NAME AND TITLE |
|  |  |  |
| DATE |  | DATE |

Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For inquiries call 512/416-4730.

**eXHIBIT A**

**PROJECT ABSTRACT and**

**WORK PLAN**

1. Project Abstract

*Each proposal shall contain a project abstract that summarizes the project objectives and tasks. The abstract shall be no more than 200 words and is prepared free form (no RTI form needed). This section of the selected proposal will become part of the Project Agreement; the Abstract shall be direct. Use contractual phrases which are definitive, such as – “this project shall”, rather than “we propose to” or “the proposed project will”.*

*The primary value of the abstract is to clearly and succinctly describe the project. The ability to succinctly summarize the work proposed to do help demonstrate the understanding of the project.*

*For successful proposals, the abstract is used to enter a project description into relevant databases, including:*

* *Receiving Agency's research database(s)*
* *Transportation Research Board’s (TRB) Research in Progress system*
1. Implementation (for research projects only)

*Receiving Agency shall include a free form section by this title that presents the researcher's assessment of potential areas for application of the research findings, such as changes in specifications, standards, or department policies. If included, this section shall also include an assessment of which the Receiving Agency’s operations will be affected.*

*When writing the implementation section, consider the project being proposed, and what the project results will look like. If including thoughts about the implementation will better explain the project or knowledge of the area, include the section.*

*For projects expected to produce results which could be implemented either during the progress of the project or shortly after completion, material in this section might include an assessment of several issues.*

*The form in which the findings would be most effectively reported*

* *mathematical model or formula*
* *laboratory test procedure*
* *design techniques*

*The organization logically responsible for application of the results*

* *American Association of State Highway and Transportation Officials (AASHTO)*
* *Federal Highway Administration (FHWA)*
* *Receiving Agency’s Division or District*

*The specific medium of practice that would be changed or developed by the findings*

* *AASHTO Standard Specifications*
* *TxDOT Standard Specifications*
* *special specifications*

*The best method to convey the research findings to operating personnel for use*

* *circulation of a written report*
* *personal contact with operating personnel*
* *demonstrations*
* *movie, slide, or videotape presentation*
* *field manuals*
* *training classes*
1. **Work Plan**

*The Work Plan is a free form section that shall fully describe the approach researchers intend to use and specify how the project will be structured and performed.*

*For joint projects or projects with subcontractors, the Work Plan shall specify which entity(s) will be performing the work on each task. Subcontractors shall not be identified by name.*

*Ideally, each task in the Work Plan is separate and distinct. A well written Work Plan will also describe dependencies and relationships between the tasks, including the project’s critical path.*

*The Work Plan for a research and implementation project shall contain at least the following information.*

* *How the project and each task will be managed.*
* *Principles or theories to be used.*
* *Possible solutions to the problem.*
* *The device, process, material, or system to be developed or enhanced, when applicable.*
* *Critical experiments to test the applicability of the theory or the item developed.*
* *Data analysis and statistical procedures.*

*Proprietary techniques owned by the Performing Agency can, and shall be discussed in a way that demonstrates the researchers’ knowledge and skill without revealing any proprietary information owned by the university.*

*The Work Plan shall not include additional information about the background and significance of the project, or researchers’ qualifications. That information belongs in other sections of the proposal. The ability to describe a clear, complete and concise Work Plan helps demonstrate the management skills and knowledge of the project.*

*Each task in the Work Plan shall highlight the expected deliverable or outcome from the work performed in the task and cross reference to the deliverables table. The deliverables can be in the form of white papers, work products (excel spreadsheets, instructor manuals, models, enhanced or developed systems, devices), workshops, and technical reports to name a few.*

1. Assistance or Involvement by Receiving Agency

*In this section, describe any assistance the Performing Agency(s) expects by the Receiving Agency, other than project oversight normally provided by the Project Team of advisors. Include the relevant task number(s) in the description. If no assistance will be needed, other than that normally provided by the Project Team, state “none” in this section.*

*Be specific so Receiving Agency can realistically estimate the cost of assistance requested. The cost of this assistance must be found to be affordable and feasible for the project to be approved.*

*Receiving Agency assistance may include items such as core drilling, traffic control, testing, materials and supplies, providing data files, or maps. The cost of this assistance is covered by Receiving Agency directly and is not included in the Performing Agency’s budget.*

*Receiving Agency assistance does not include purchasing equipment or large quantities of materials. Such purchases shall be included in the Performing Agency’s project budget. Reasonable Receiving Agency assistance would not include building or operating a test facility or a commitment of significant Receiving Agency staff time for data analysis or direct participation in work tasks.*

**EXHIBIT B**

**ITEMIZED Project budget estimate**

**Exhibit C**

**PROJECT SCHEDULE**

*Insert Project Schedule*

*The Project Supervisor ensures the project adheres to the Project Schedule. All deliverables anticipated or required from the project shall be shown on the Project Schedule. Minimum deliverables required by Receiving Agency are listed on the Project Statement or IPR.*

*Each Project Schedule shall be prepared on the current form.*

*When considering whether a product shall be delivered as a stand-alone item or included in a report, consult the guidance in the Project Statement and on the Project Schedule form. The choice shall be based on what the product is, how it will be used, and the intended users in Receiving Agency. A well thought out plan for deliverables will include each product only once and clearly describe on the Project Schedule how each product is most appropriately, reasonably delivered and measurable.*

**EXHIBIT D**

## Information Resources and Security Requirements

1. **TYPES OF DATA**

“**TxDOT** Data” means TxDOT information, data, records, and information to which the Performing Agency has access, has possession, or is otherwise provided to the Performing Agency by Receiving Agency, whether or not intended under or for the purposes of the agreement, including, without limitation, data generated or collected under this agreement, intellectual property created as a work for hire under this agreement, and Personal Identifying Information (as defined below).

TxDOT Data is classified into the four categories that control applicability of security standards: Regulated, Confidential, Sensitive, and Public. See Section 4 for Definitions.

Any data that the Performing Agency accesses and downloads from a Receiving Agency system, for use, manipulation, storage, or management is considered Confidential Data unless otherwise specified in writing by Receiving Agency.

**2.** **Data Requirements**

2.1 Data, Data Dictionaries, and Data Flow Diagrams

Performing Agency shall ensure that all TxDOT Data that is generated, manipulated, transmitted, or stored, utilizes the Receiving Agency taxonomy, with documented data dictionaries, and data flow diagrams (including security protocols).

2.2 Data Transfer

(a) At the completion of a deliverable, the Performing Agency shall transfer all TxDOT Data generated and stored for that deliverable to State in manner and format acceptable to the State and approved by the TxDOT Information Technology Division (“ITD”).

(b) All metadata associated with the TxDOT Data transferred must remain attached to that data.

(c) Performing Agency shall maintain the appropriate level of data security throughout the transfer of the TxDOT Data.

2.3 Backup and Disaster Recovery

(a) Performing Agency shall implement business continuity procedures to fulfill all requirements of this agreement that address, as a minimum, fire, theft, natural disaster, technical difficulty, workforce problems equipment failure, or other disruption of business.

(b) Performing Agency shall maintain a disaster recovery plan. Performing Agency is responsible for all project related costs of disaster recovery during the project except for costs associated with disasters beyond Performing Agency’s reasonable control, and for those costs included as part of the Receiving Agency infrastructure responsibilities.

2.4 Open Records Requests

Performing Agency shall not release Information in response to an open record request related to this agreement request unless Receiving Agency has approved the release in writing.

2.5 Encryption

For Sensitive, Confidential, and Regulated TxDOT Data, the Performing Agency shall encrypt the data while in-transit and while at-rest in accordance with the TxDOT Controls Catalog Standard SC-13, Cryptographic Protection and SC-08, Transmission Confidentiality and Integrity security requirements.

**3. Information Resource and Security Requirements**

3.1 Information Security Safeguards

(a) Performing Agency shall implement appropriate administrative, physical, and technical safeguards, in accordance with Receiving Agency’s security requirements, that reasonably and appropriately protects the confidentiality, integrity, and availability of TxDOT Data.

(b) Performing Agency shall conform its policies and procedures relating to the implementation of security safeguards to comply with Receiving Agency's Information Resources security program pursuant to the Receiving Agency and DIR’s Information Security Controls Catalog Standards.

3.2 Breach Notification

Performing Agency shall immediately report to Receiving Agency via InfoSecurity@TxDOT.gov any security breach of TxDOT Data that the Performing Agency is responsible for (See Section 4, Definitions).

3.3 Demonstrating Compliance with Information Security Requirements

Upon reasonable notice to the Performing Agency, or if Receiving Agency determines that the Performing Agency has violated this agreement, Receiving Agency, directly or through its agent, may request an attestation and evidence that Performing Agency is in compliance with applicable laws, regulations, and standards outlined in 3.4.

3.4 Security Training

(a) In accordance with Section 2054.5192 of the Texas Government Code, each Performing Agency Personnel that will access a Receiving Agency computer system or database must complete a Receiving Agency approved cybersecurity training program that is certified under Section 2054.5192 of the Texas Government Code. The training program must be completed by each Performing Agency Personnel during the term of the contract and during any renewal period. The Performing Agency shall provide verification of completion of the cybersecurity training program in a method designated by Receiving Agency.

(b) In this section 3, “Performing Agency Personnel” includes officers and employees of both the Performing Agency and its subcontractors.

3.5 Applicable Laws, Regulations, and Standards

Performing Agency shall perform the services in accordance with the following standards, notify Receiving Agency of situations where compliance is not achievable, and assist Receiving Agency with the prevention of security gaps or conflicts that could impair security performance. Performing Agency shall comply with all applicable federal, state, and local laws and regulations necessary to perform the services. A non-exhaustive list of federal, state, and local laws and regulations that might be applicable include the following:

#### DIR Security Controls Standard Catalog and applicable Receiving Agency Security Requirements

##### For Public Data, Receiving Agency and DIR Security Controls Standards Catalog low baseline and applicable Receiving Agency security requirements.

##### For Sensitive Data Receiving Agency and DIR Security Controls Standards Catalog low baseline with Sensitive overlay and applicable Receiving Agency security requirements.

(C) For Confidential, Receiving Agency and DIR Security Controls Standards Catalog moderate baseline and applicable Receiving Agency security requirements.

(D) For Regulated Data, Receiving Agency and DIR Security Controls Standards Catalog moderate baseline, applicable Receiving Agency security requirements, and applicable regulated security requirements.

(2) State Laws and Regulations:

(A) Title 1 of Texas Administrative Code

(B) Chapter 202 – Information Security Standards

(C) Chapter 206 – State Websites

(D) Chapter 213 – Electronic and Information Resources

(E) Texas Government Code, Chapter 552 – Public Information

(F) Texas Penal Code, Chapter 33 – Computer Crimes

(G) For Confidential data, Texas Business and Commerce Code, Chapter 521 – Unauthorized Use of Identifying Information

(H) For Confidential data containing Protected Health Information, Texas Health and Safety Code, Chapter 181 – Medical Records Privacy

(I) For Regulated data containing payment card information (PCI), the Payment Card Information Data Security Standards (PCI-DSS)

3.6 Information Resources Technology

(a) Any proposed information resources technology that will be installed on any Receiving Agency owned equipment or that will access any Receiving Agency network must be reviewed and approved by the ITD Architectural Review Board (“**ARB**”) prior to any development or design.

(b) Any proposed information resources technology that will be installed on any Receiving Agency owned equipment or that will access any Receiving Agency network must be reviewed and approved by the ITD Change Advisory Board (“**CAB**”) prior to implementation or delivery.

3.7 Information Resources Technology (“**IRT**”) Procurements

ITD must approve all procurements of:

1. Information Resources Technology that will be owned by Receiving Agency.
2. IT services for any environment that provides processing, storage, networking, management and the distribution of data to ensure alignment with GAC, Chapter 2054, Subchapter L.
3. **Defined Terms**

4.1 “**Breach**” means “breach of system security” as defined in Section 521.053(a) of the Texas Business and Commerce Code, which defines breach of system security as “the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.”

4.2 “**Confidential Information**” has the meaning provided in 1 Texas Administrative Code § 202.1(5), which states the confidential information means “information that must be protected from unauthorized disclosure or public release based on published laws or legal agreements.” Information that is Confidential Information under this definition includes:

(a) Dates of birth of living persons

(b) Driver’s license numbers

(c) License plate numbers

(d) Credit card numbers

(e) Insurance policy numbers

(f) Attorney-Client communications

(g) Drafts of policymaking documents

(h) Information related to pending litigation

(i) Audit working papers

(j) Competitive bidding information before contract awarded.

(k) Personal Identifiable Information

(l) Sensitive Personal Information

(m) Regulated data

(n) Information excepted from disclosure requirements of Chapter 552 of the Texas Government Code (“**Texas Public Information Act**”) or other applicable state or federal law

(o) Compliance reports for which the Texas Attorney General has granted permission to withhold

(p) Investigative working papers and draft reports excepted from disclosure under Section 552.116 of the Texas Government Code

4.3 “**Data**” means the representation of facts; as the raw material of information that is used as a basis for reasoning, decision-making, discussion, or calculation.

4.4 “**Data Dictionary**” means a directory of the definitions, purpose, policies and structure about data. It is a compilation of information about the data owned by the enterprise. It describes every data item in a database in enough detail for users and application developers to know what the data is and how to make use of it.

4.5 “**Information**” means data, regardless of form, that is created, contained in, or processed by information resources facilities, communications networks, or storage media.

4.6 “**Information Resources Technology**” means data processing and telecommunications hardware, software, services, supplies personnel, facility resources, maintenance and training that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information.

4.7 “**Personal Identifying Information**” means information that alone or in conjunction with other information identifies an individual, including an individual's:

(a) Name, social security number, date of birth, or government-issued identification number;

(b) Mother's maiden name;

(c) Unique biometric data, including the individual's fingerprint, voice print, and retina or iris image;

(d) Unique electronic identification number, address, or routing code; and

4.8 “**Public Data**” means Data that is subject to public disclosure pursuant to the Texas Public Information Act and freely and without reservation made available to the public.

4.9 “**Public information**” means information written, produced, collected, assembled, or maintained by or for a governmental body, including information held by individual officers or employees of a governmental body, in connection with the transaction of official Receiving Agency business. This includes information that is held by Performing Agencies and consultants and that Receiving Agency owns, to which Receiving Agency has a right of access, or on which public money was spent for the purpose of writing, producing, collecting, assembling, or maintaining the information. Public information includes any electronic communication created, transmitted, received, or maintained on any device if the communication is in connection with the transaction of official business. Public information may be stored in any medium and may exist in forms such as books, papers, letters, documents, e-mails, Internet postings, text messages, instant messages, printouts, photographs, maps, drawings, and audio and video recordings. Public information does not include tangible items, such as computers or guardrails.

4.10 “**Regulated Data**”means information that its use and protection dictated by a state or federal agency or by third-party agreements.

4.11 “**Sensitive Data**” means information that could be subject to release under an open records requests, but should be controlled to protect third parties, and should be vetted and verified before release. At Receiving Agency, this could include operational information, personnel records, research, or internal communications.

4.12 “**Sensitive Personal Information**” has the meaning provided by Section 521.002(2) of the Texas Government Code, which defines sensitive personal information as:

 (a) An individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and item are not encrypted:

(1) Social Security Number

(2) Driver’s license number or government-issued identification number; or

(3) Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or

(b) Information that identifies an individual and relates to:

(1) The physical or mental health or condition of the individual;

(2) The provision of health care to the individual; or

(3) Payment for the provision of health care to the individual.