

Memorandum of Agreement

This Memorandum of Agreement (this “MOA” or this “Memorandum of Agreement”) is made and entered into on this 21st day of March, 2019 (“Effective Date”) by and between:

The City of Wichita, a Municipal Government, with an office located at 455 North Main, Wichita, KS 67202; and

Friends University, a Private University, with an office located at 2100 W. University Ave. Wichita, Kansas 67213

1. **PURPOSE & SCOPE.**

The purpose of this Memorandum of Agreement is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaboration on vulnerability scanning of COW web servers for the Spring Semester of 2019.

Specifically, both parties will cooperate to develop; vulnerability scan execution, assessment, interpretation, remediation recommendations, and potential targets for future penetration testing as warranted.

2. **BACKGROUND.**

Both parties see the benefits of this project, have a desire to pursue the project and have determined that each brings unique expertise and experience necessary to accomplish the objectives outlined above.

The City of Wichita, specifically the IT Department has unique expertise and experience in the following areas:

A large wide area network with over 90 locations and eight thousand devices. Much of this network is critical infrastructure as defined by the Federal Government. The City IT Department has experience and expertise in managing this network and the devices within it. We are looking for assistance in identifying risks inherent in a digital network of our size and complexity.

Friends University, specifically Cyber Defense has unique expertise and experience in the following areas:

Cyber defense, training, tools and implementation of security assessments in an academic setting. Broad security skill sets from both faculty and students. Substantial cyber-security tools for reviewing and assessing networks and infrastructure.

3. City of Wichita RESPONSIBILITIES.

The City of Wichita shall undertake the following activities under this MOA:

1. Provide Friends University staff with required network documentation through this document; Cow Internet Footprint.xls
2. Provide Friends University staff with IP ranges to be included
3. Provide Friends University staff with additional data as requested by Friends University staff
4. Authorizes students under the direction of the university to scan the City network
5. Make the Sr. Security Architect available to assist with issues that may arise

4. Friends University, Cyber Defense RESPONSIBILITIES.

Friends University shall undertake the following activities under this MOA:

- Ensure any information discovered during project is not disclosed to anyone other than City IT staff.
- Define a communication plan to the City if testing results in system crashing or if major breach is detected.
- Provide a vulnerability report to the City of Wichita CIO
- Work with the City's Sr. Security Architect on any issues that arise during the implementation of this MOA.
- Vulnerability testing will not include DOS attacks nor actual penetration testing (actual execution of discovered vulnerabilities)

5. TERMS AND CONDITIONS.

It is mutually understood and agreed by and between the parties that:

1. Each party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives and volunteers. Each party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions related to its participation under this Memorandum of Agreement, and each party shall bear the proportionate cost of any damages attributable to the fault of such party, its officers, agents, employees and independent contractors. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be applied.

2. Each party, at its sole cost and expense, shall carry insurance or self-insure to cover its activities in connection with this MOA, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.
3. This MOA may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.
4. This MOA may be terminated by mutual agreement of the parties, and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

6. FUNDING; COSTS.

The parties shall each be solely responsible for any and all costs associated with their responsibilities under this MOA.

7. EFFECTIVE DATE AND SIGNATURE.

This Memorandum of Agreement shall be effective upon the date of the last party to sign this MOA below. The parties indicate agreement with this Memorandum of Agreement by their signatures below.

City of Wichita

Robert Layton, City Manager

DATE

Friends University

Justin Eichorn, Asst. Prof. of Cyber Defense

DATE