**INTERGOVERNMENTAL AGREEMENT**

betweenthe **(Government Entity)**

and **GEORGIA TECHNOLOGY AUTHORITY**

This Intergovernmental Agreement (“IGA”) is made and entered into on \_\_(Enter Date), 2023 by and between the (“Governmental Entity”), a State Agency\_\_\_\_\_\_\_with its principal office located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the **Georgia Technology Authority** (“GTA”), a public corporation with its principal office located at 47 Trinity Ave SW, Atlanta, GA 30334 (each individually a “Party” and collectively referred to as “Parties”) and shall be effective on the date signed by both Parties below (“**Effective Date**"). As referred to in this IGA “Governmental Entity” shall include any and all State of Georgia entities, including but not limited to, departments, agencies, authorities, commissions, boards, college and universities (including not for profit Georgia college and universities), counties, cities, townships and other political subdivisions of the State.

WHEREAS, Governmental Entity and GTA are empowered to enter into this IGA pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement; and

WHEREAS, Governmental Entity and GTA both desire to enter into this IGA and undertake obligations and responsibilities; such obligations may be provided herein or in future GTA Product Agreements (“Product Agreements”), and Statements of Work (“SOW”), including other such sub-agreements between the Parties.

WHEREAS, the Parties may from time to time enter into separate SOWs made subject to this IGA terms and conditions, each SOW is intended to be separate and distinct scope of work obligations between the Parties and not impact other SOWs in effect.

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Scope of Services**

The Parties mutually agree to undertake and perform the obligations and responsibilities and under such terms, conditions and timeliness as provided in signed Product Agreements, and Statements of Work.

1. **Billing & Payment Obligations**

The Parties mutually agree to payment obligations, manner, timeliness and other billing terms as provided in the signed Product Agreements, and Statements of Work.

**2.1** Governmental Entity will remit payment to the GTA within thirty (30) days following Agencies receipt of a valid invoice from GTA pursuant to this IGA; provided that Governmental Entity may:

(a) withhold payment of any amounts that are disputed by Governmental Entity in good faith pending resolution of the dispute; and

(b) GTA will research and provide a credit for any invoiced charges already paid by Governmental Entity but that the Governmental Entity has determined to dispute in good faith, so long as the Governmental Entity has notified GTA of such dispute and requested such credit within ninety (90) days following Agencies receipt of the invoice and disputed charge resolution is in Agencies favor.

**2.2** In the event that Governmental Entity withholds any disputed amount or seeks a credit of a previously paid amount under Section 2.1 above, then Governmental Entity will notify GTA with its reasons therefor within sixty (60) days after receipt of the applicable invoice by submitting a notice containing such documentation to allow GTA to clearly identify those items in dispute. Following such notification, the Governmental Entity and the GTA will promptly seek to resolve the dispute over the withheld or credited amount subject to the dispute resolution procedures described in this IGA. Any dispute described will not relieve the Governmental Entity from paying when due any portion of the invoice that the Governmental Entity is not disputing.

**2.3** Governmental Entity acknowledges that billings from GTA or Governmental Entity’s financial responsibilities under this IGA may reflect savings or discount realized from GTA’s spend commitments with certain providers. It is solely the Governmental Entity’s responsibility to ensure that Governmental Entity’s obligations under this IGA are in compliance with its obligations, if any, under applicable federal, state or local requirements or restrictions.

1. **Term and Termination**
   1. Term. The term of this IGA shall commence on the Effective Date and shall continue until terminated as provided below. This IGA shall renew annually on July 01 unless written notice of the Governmental Entity to GTA on or before the May 01 date immediately prior to renewal date of July 01, or until termination of IGA. The terms and conditions of this IGA shall apply during the renewals or extensions of the Term. The original term and any renewal term(s) shall be referred to as “Term”.
   2. Termination. This IGA may be terminated:
      1. For convenience of either Party upon delivery of sixty (60) days written notice of intent to do so, signed by a duly authorized representative and delivered to the other Party as provided in Section 6;
      2. By operation of law or act of the Georgia General Assembly, so as to render the fulfillment of the IGA unfeasible; or
      3. In the event that sufficient appropriated or otherwise obligated funds no longer exist for the payment of a Party’s obligation herein.
   3. Effect of Termination. In the event of termination of this IGA for any reason, Governmental Entity shall only pay for those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this IGA. In the event that Governmental Entity terminates this IGA prior to full completion of any terms in signed Product Agreements, and Statements of Work, Governmental Entity shall be responsible for all costs and other financial impacts GTA has incurred as a result of undertaking this IGA and associated Product Agreements, and Statements of Work.
2. **Default**

In the event of default, the non-defaulting Party may provide written notice requesting that the breach or noncompliance be remedied within a reasonable time frame unless otherwise specified in such notice. If such breach or noncompliance is not remedied by such time, the non-defaulting Party may immediately terminate this IGA, in whole or in part, with written notice to the other Party at the address provided in Section 6 of this IGA**.**

1. **Security & Control of Governmental Entity Data and Systems**

At all times during the term of this IGA, Governmental Entity and GTA shall use all resources related thereto in a secure manner and in accordance with the security requirements mandated by law and GTA policies. Unless Governmental Entity is part of the Georgia Enterprise Technology Services (GETS) program, Governmental Entity acknowledges that Governmental Entity remains at all times solely responsible for the management, control and access to its Governmental Entity data and systems. Furthermore, Governmental Entity acknowledges that GTA does not in any manner nor at any time have access to Governmental Entity’s data for work conducted pursuant to this IGA.

Governmental Entity acknowledges that upon termination, GTA shall take necessary steps to isolate or separate Governmental Entity’s technical environment from the GTA-operated environment, which may impact Governmental Entity’s operating systems and data. Governmental Entity shall be solely responsible for the safe transfer and set-up of such Governmental Entity’s technical environment. Governmental Entity acknowledges and accepts that GTA has no obligation to maintain or keep Governmental Entity’s technical environment operating or provide access to any data following termination of this IGA. Governmental Entity shall be solely responsible for securing any services as may be necessary providers and shall assume all costs and billings accordingly.

At all times during the term of this IGA, Governmental Entity and GTA shall work together to ensure the joint security of the connected systems and the data they store, process, and transmit. Both parties certify that its respective system is designed, managed, and operated in compliance with all applicable enterprise information security policies and standards, federal and state regulatory requirements and law.

To safeguard the confidentiality, integrity, and availability (CIA) of the connected systems and the data they store, process, and transmit, Statewide Information Security Policies (Security Policies) and Standards (Security Standards) based on the risk management methodologies established by the Federal Information Security Management Act (FISMA) and supporting guidance developed by the National Institute of Standards and Technology (NIST) and CIS Critical Security Controls, which may be amended from time to time, are incorporated herein to IGA and the Governmental Entity and GTA hereby acknowledge their responsibility to comply with these Security Policies and Security Standards as then in effect.

Governmental Entity shall establish and document an internal security incident management capability that provides for prevention, monitoring, detection, containment, response, recovery, reporting and escalation appropriate to the level of risk and threats to the organization. The Governmental Entity must therefore report all cyber incidents, including incidents and data breaches impacting on-premises or cloud architecture and third party managed applications, categorized as severity 1, critical business high impact (no availability), or severity 2, critical business medium impact (some, not all, critical systems are available), within one hour.

Governmental Entity shall notify GTA at least thirty (30) calendar days before any planned implementation of technical changes to the system architecture and/or before connecting its IT system with any other IT system, including systems that are owned and operated by third parties. The initiating Governmental Entity agrees to conduct a risk assessment (RA) based on the new system architecture, with Governmental Entity and GTA to exercise due diligence by reviewing the RA, and to establish and document a process to evaluate the third party to ensure the third party is protecting the system(s) and data appropriately.

If applicable, Parties are subject to the State Policy or Standards (PSG’s) which can be found on the GTA Website at: <https://gta-psg.georgia.gov/>

1. **Notice Requirements**

All notices, requests or other communications (excluding invoices) under this IGA shall be in writing and transmitted to the following addresses. Notices shall be deemed to have been given when receipt is acknowledged in writing by the receiving party, regardless of the manner in which such notice is provided, including but not limited to delivery by hand, regular mail, overnight mail or email.

**Governmental Entity**

Address

Attn:

Telephone:

Email:

**Georgia Technology Authority**

47 Trinity Avenue SW

Atlanta, Georgia 30334

Attn:

Telephone:

Email:

With an electronic copy to:

GTA’s Contracts via: contracts@gta.ga.gov

GTA’s Customer Engagement Office via: GTA\_CSMs@gta.ga.gov

1. **Amendments in Writing**

Writing Requirement. The parties recognize and agree that it may be necessary or convenient for the parties to amend this IGA so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, waiver or exception to this IGA shall be effective unless it is in writing and agreed upon by duly authorized representatives of both parties.

1. **Incorporated documents**

The Parties agree to incorporate the terms of this IGA into any signed Product Agreements, and Statements of Work, if and when it becomes required by either party or is otherwise necessary under the scope of services, including as a result of a change in the Services or the manner in which they are provided. *Each Product Agreement or Statement of Work will be subject to the terms and conditions of this Agreement.*

1. **Miscellaneous**
   1. Waiver and Severability. If any provision of this IGA is determined to be invalid under any applicable law or statute or rule of law, it is deemed to be omitted only to the extent of such invalidity and the balance of the IGA shall remain enforceable.
   2. Counterparts. This IGA may be executed in multiple counterparts, and signatures provided via email or electronically are acceptable and deemed effective.
   3. Audits. Governmental Entity and GTA may audit each other’s performance under this IGA following reasonable notice given to the Party being audited. The Parties shall cooperate with such audit and furnish any and all information reasonably requested by the auditing Party.
   4. Force Majeure – Neither Party shall be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption in service resulting from acts of war, acts of terrorism, Acts of God, acts of civil or military authority, civil disturbances, epidemics, or pandemics, floods, severe weather events, strikes, or any other cause beyond its reasonable control.
   5. This IGA is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq.
   6. Governing Law. Each Party irrevocably agrees that this IGA, the rights, and obligations of the Parties hereto, and any claims or disputes relating to this IGA must be brought in the Superior Court of Fulton County, Georgia, which will have exclusive, original jurisdiction, and shall be governed by and construed in accordance with the laws of the state of Georgia.
   7. Entire IGA. This IGA together with the attachment(s), Product Agreements, and Statements of Work, or exhibits, which are incorporated by reference, constitutes the complete IGA and understanding between the Parties with respect to the subject matter and supersedes any other prior and contemporaneous IGAs and understandings between the Parties, whether oral or written.
   8. Authority to Sign. By signing below, the signer represents and warrants that such signer is duly authorized to sign this IGA and to respectively bind each Party hereunder.

IN WITNESS WHEREOF, each party by its respective officers authorized to do so have executed this IGA.

**(Government Entity)**  **Georgia Technology Authority**

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Signature Signature

Print Name: Print Name:

Title: Title:

Telephone: Telephone:

Email: Email:

Date: Date: