

MEMORANDUM OF AGREEMENT FOR CYBERSECURITY SERVICES

This MEMORANDUM OF AGREEMENT (MOA) by and between the State of New Jersey, Office of Homeland Security and Preparedness (State/Agency), whose address is 1200 Negron Drive, Hamilton, NJ 08619, and Paulsboro Public Schools, (“Local Entity”) whose principle mailing address is:

City: _____ County: Select... State: NJ Zip: _____,
is hereby entered into as defined herein below. (State/Agency and Local Entity each a “Party” and collectively referred to as the “Parties”).

WHEREAS, the Parties maintain and operate information technology systems and networks that are used to provide critical and essential government services; and

WHEREAS, The New Jersey Office of Homeland Security and Preparedness (NJOHSP) leads and coordinates New Jersey’s counterterrorism, cybersecurity, and emergency preparedness efforts while building resiliency throughout the State.

WHEREAS, the NJOHSP is designated as the State Administrative Agency responsible for the administration of Federal homeland security and preparedness grants, including the State and Local Cybersecurity Grant Program (SLCGP); and

WHEREAS, the New Jersey Cybersecurity and Communications Integration Cell (NJCCIC) is a division within the NJOHSP, and is tasked with the strategic development and execution of the State’s cybersecurity programs including the development and implementation of the New Jersey SLCGP Strategic Plan; and

WHEREAS, Executive Order #178 (Christie 2015) establishes the NJCCIC as the central State civilian interface for coordinating cybersecurity information sharing, performing cybersecurity threat analysis, and promoting shared and real-time situational awareness between and among the public and private sectors. The NJCCIC coordinates information sharing related to cybersecurity risks, warnings, and incidents, and may provide support regarding cybersecurity incident response as well as cyber crime investigations; and

WHEREAS, pursuant to Executive Order #178, NJCCIC may participate in appropriate federal, multi-state, or private sector programs and efforts that support or complement its cybersecurity mission; and

WHEREAS, the NJCCIC procures and implements multiple cybersecurity products, product licenses, technologies, and services in support of its cybersecurity functions; and

WHEREAS, the CrowdStrike, Inc. (CrowdStrike) provides hosted software-as-a-service (SaaS) solutions and accompanying services to assist in providing endpoint security, threat intelligence, and cyberattack response services to customers (collectively referred to as “Services”); and

WHEREAS, the State/Agency and CrowdStrike entered into a Custom Agreement, 19-M0003-CRW01, on April 17, 2019, which permitted CrowdStrike to provide fee-based Software, SaaS, and Technical Support to Authorized Purchasers (each capitalized term is defined in the Custom Agreement) through one of the State/Agency's Resellers pursuant to State Contract T3121 Software Reseller Services. The State/Agency and CrowdStrike revised the Custom Agreement on February 26, 2020, via an Addendum, which permits CrowdStrike to sell certain Software Related Services (also defined in the Custom Agreement) to the State/Agency¹; and

WHEREAS, in conformance with the New Jersey SLCGP Strategic Plan, Strategic Goal 3 – Enhancing Resilience, the NJCCIC may provide New Jersey state and local entities with the NJCCIC Advanced Endpoint Protection (AEP) solution which consists of CrowdStrike's Falcon Endpoint Detection and Response (EDR) solution with 24/7 managed detection and response (MDR) and Overwatch services provided by CrowdStrike in conjunction with the NJCCIC.

WHEREAS, State/Agency and Local Entity wish to enter into this MOA to further set forth the duties and obligations under which State/Agency will provide the NJCCIC AEP solution to the Local Entity and assist the Local Entity with implementation, maintenance, operation, monitoring, detection, and response support pertaining to the NJCCIC AEP solution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

I. State/Agency Responsibilities

The State/Agency hereby agrees that it will undertake the following:

- A. The State/Agency agrees to purchase the Products, Licenses, and Services necessary to implement the NJCCIC AEP solution on the Local Entity's endpoints for the term, July 1, 2024 to June 30, 2028.
- B. The State/Agency agrees to provide assistance to the Local Entity in the implementation, administration, maintenance, and operation of the NJCCIC AEP solution.
- C. The State/Agency agrees to provide monitoring, detection, and incident response assistance via the CrowdStrike MDR services to the Local Entity.
- D. State/Agency Cost Share Obligations
 - 1. From the date of implementation to June 30, 2025, the State/Agency agrees to provide the NJCCIC AEP solution at no cost to the Local Entity.
 - 2. Beginning on July 1, 2025 to June 30, 2026, the State/Agency will be responsible for eighty percent of the cost of the NJCCIC AEP provided to the Local Entity.

¹ A copy of the Custom Agreement between the State and CrowdStrike can be made available to Local Entity upon request.

3. Beginning on July 1, 2026 to June 30, 2027, the State/Agency will be responsible for seventy percent of the cost of the NJCCIC AEP provided to the Local Entity.
4. Beginning on July 1, 2027 to June 30, 2028 the State/Agency will be responsible for sixty percent of the cost of the NJCCIC AEP provided to the Local Entity.

II. Local Entity Responsibilities

The Local Entity hereby agrees that it will undertake the following:

- A. Local Entity shall provide the following to the State/Agency and CrowdStrike prior to the implementation of the NJCCIC AEP solution, and at any time while receiving Services if the previously provided information changes:
 1. Reasonable assistance to the State/Agency and CrowdStrike, including, but not limited to, providing all technical information related to the Local Entity's technology environment reasonably requested by the State/Agency and CrowdStrike, to enable the State/Agency and CrowdStrike to perform Services for the benefit of Local Entity;
 2. Provide, to NJCCIC, a completed Security Event Escalation Form (to be provided to Local Entity by NJCCIC) including the name, e-mail address, and 24/7 contact information for all designated Points of Contact (POC). The designated POC's contact information will be provided to CrowdStrike for all installation and security events.
 3. Provide to the NJCCIC, a completed NJCCIC Advanced Endpoint Protection Solution Agreement
- B. During the period that Local Entity is using the Services, Local Entity shall provide the following:
 1. A revised Security Event Escalation Form when there is a change in status for any POC for the Local Entity.
 2. Active involvement with CrowdStrike and the State/Agency to resolve any service issues or security events requiring Local Entity input or action; and
 3. Reasonable assistance installing, configuring, and troubleshooting the NJCCIC AEP solution provided to the Local Entity.
- C. Local Entity Cost Share Obligations
The Local Entity agrees to receive the NJCCIC AEP solution from the State/Entity for a term beginning on the date of implementation to June 30, 2028 in accordance with the follow cost share obligations.

1. From the date of the implementation through June 30, 2025, the Local Entity will receive the NJCCIC AEP solution at no cost to the Local Entity.
2. Beginning on July 1, 2025 to June 30, 2026, will be responsible for twenty percent of the cost of the NJCCIC AEP solution provided to the Local Entity.
3. Beginning on July 1, 2026 to June 30, 2027, will be responsible for thirty percent of the cost of the NJCCIC AEP solution provided to the Local Entity.
4. Beginning on July 1, 2027 to June 30, 2028, will be responsible for forty percent of the cost of the NJCCIC AEP solution provided to the Local Entity.

III. Term of this MOA; Termination

- A. Term. This MOA will commence on the last date of signature, below, by either of the Parties (the “Effective Date”) and shall continue in full force and effect until June 30, 2028 (the “Term”). Unless this MOA is terminated early or extended in writing by the Parties, it shall terminate upon the expiration of the Term. If, however, CrowdStrike cancels the State’s order pursuant to CrowdStrike Addendum, Exhibit 2, M0003 Software Publisher/Services Provider Agreement, Section 5.7 (e), due to the State’s violation of its obligations under the Addendum, this MOA shall terminate as of the effective date of such cancellation.

IV. Force Majeure

No Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

V. No Third Party Rights

Except as otherwise expressly stated herein, nothing in this MOA shall create or give to third parties any claim or right of action of any nature against State/Agency or Local Entity.

VI. Assignment

No Party may assign their rights and obligations under this Agreement without the prior written approval of the other Party which approval shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefits of each Party and their respective successors and assigns.

VII. New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 et seq.) (OPRA) and Approval by Domestic Security Preparedness Task Force:

- A. The configuration of any software and networks along with the contents of the alert notifications, and all associated communications between the Parties and CrowdStrike would inherently include administrative or technical information which, if disclosed would jeopardize computer security. As such, to the extent permitted by law, all information, records, notes, written comments, reports, or analysis generated in or in

the execution of this MOA shall be treated and deemed as exempt from public disclosure under OPRA;

- B. In accordance with the New Jersey Domestic Security Preparedness Act, N.J.S.A. APP. A: 9-74 and approval by Domestic Security Preparedness Task Force any record held, maintained or kept on file shall be treated and deemed as “records of the Task Force exempt from public disclosure under OPRA.”

VIII. Confidentiality

- A. NJOHSP’s obligation to maintain the confidentiality of the Local Entity’s confidential information provided to NJOHSP under this MOA is conditioned upon and subject to the State’s obligations under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA), The New Jersey Domestic Security Preparedness Act - P.L.2003, c.246, P.L.2023, c.19 (C.52-17B-193.2), the New Jersey common law right to know, and any other lawful document request or subpoena.
- B. By virtue of this MOA, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under this MOA. In addition to any information related to cybersecurity threat and defense assessments, computer network defense operations, and incident response activities conducted as a part of this MOA, confidential information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure by either party (“Confidential Information”).
- C. A Party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under this MOA to keep it confidential; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other Party.
- D. The Parties agree to hold each other’s Confidential Information in confidence, using at least the same degree of care in doing so that it uses to protect its own Confidential Information.
- E. In the event that NJOHSP receives a request for Local Entity’s Confidential Information related to this MOA pursuant to a court order, subpoena, lawful document request or other operation of law, NJOHSP agrees, if permitted by law, to provide Local Entity with as much notice, in writing, as is reasonably practicable and NJOHSP’s intended response to such request. Local Entity shall take any action it deems appropriate to protect its documents and/or information.

F. In addition, in the event that Local Entity receives a request for NJOHSP's Confidential Information related to this MOA pursuant to a court order, subpoena, lawful document request or other operation of law, Local Entity agrees, if permitted by law, to provide NJOHSP with as much notice, in writing, as is reasonably practicable and Local Entity's intended response to such request. NJOHSP shall take any action it deems appropriate to protect its documents and/or information.

IX. Information Sharing

The Local Entity acknowledges and agrees that:

- A. CrowdStrike shall share all incident notification reports involving Local Entity developed as part of the Services with the NJCCIC during the term of this MOA.
- B. Local Entity also acknowledges that NJCCIC may report aggregated anonymized information (including but not limited to threat intelligence and technical indicators) to other NJCCIC strategic partners for purposes of information sharing and further the mission of NJCCIC.

X. Notices

All notices permitted or required hereunder shall be in writing and shall be transmitted either: via certified or registered United States mail, return receipt requested; by facsimile transmission; by personal delivery; by expedited delivery service; or by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

State/Agency

Name: Michael T. Geraghty

Title: Director, NJ Cybersecurity and Communications Integration Cell

Address: NJ Regional Operations and Intelligence Center
2 Schwarzkopf Dr., West Trenton, NJ 08628

Phone: 1.833.4.NJCCIC

E-Mail: njccic@cyber.nj.gov

Local Entity

Name:

Title:

Email:

Mailing Address:

City:

Phone:

State: NJ **Zip:**

- A. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as

of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- B. The Parties may, from time to time, specify any new or different contact information address for the purpose of receiving notice under this MOA by giving fifteen (15) days written notice to the other Parties sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this MOA. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

XI. Non-Waiver

None of the provisions of this MOA shall be considered waived by any Party unless such waiver is given in writing by the other Parties. No such waiver shall be a waiver or any past or future default, breach or modification of any of the terms, provision, conditions or covenants of the MOA unless expressly set forth in such waiver.

XII. Entire Agreement

This MOA constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and shall replace and supersede all prior understandings, communications, agreements or arrangements between the Parties with respect to this subject matter, whether oral or written.

XIII. Validity

If any provision of this MOA be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this MOA shall otherwise remain in full force and effect and enforceable.

XIV. Amendment

This MOA may be amended only by written agreement executed by both Parties. The Parties agree to give each other sixty (60) days' notice of any needed changes, unless changes are required by law and must take effect within a shorter period.

XV. Miscellaneous

- A. Compliance: The Parties agree that in performance of this MOA, they shall comply with all applicable state, federal, and local laws, and regulations.
- B. Validity: If any provision of this MOA or any provision or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this MOA that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this MOA, and to this end the provisions of this MOA are declared to be severable.

- C. No Indemnification: Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and appropriations and the availability of funding, NJOHSP, at its own expense, shall be responsible for, and shall defend itself against, and hereby releases Local Entity from any and all suits, claims, losses demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of NJOHSP, its employees representatives, agents, independent contractors or invitees, related to this MOA. Local Entity, at its own expense, shall be responsible for, and shall defend itself against, and hereby releases NJOHSP from any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of Local Entity, its employees, representatives, agents, independent contractors or invitees related to this MOA.
- D. Governing Law: This MOU and any and all litigation hereunder shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the applicable laws, regulations and rules of evidence of the State of New Jersey, including without limitation, by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.
- E. Execution in Counterpart: The parties hereto agree that this MOA may be executed in counterpart, each original signed page to become part of the original document.

XVI. Acknowledgement

The terms of this MOA have been read and understood by the Parties whose signatures appear below. The Parties agree to comply with all of the terms and conditions of the MOA including any attachments or amendments.

IN WITNESS WHEREOF, authorized representatives of Local Entity and the State/Agency have executed this MOA to be effective as of the latest date provided below:

STATE/AGENCY:
 NJ Office of Homeland Security and
 Preparedness

LOCAL ENTITY:
 Paulsboro Public Schools

By:
 Name: Laurie R. Doran
 Title: Director

By:
 Name:
 Title: