

Client Memorandum of Understanding:
Texas Cybersecurity Clinic

This letter confirms agreement between the Strauss Center for International Security and Law Texas Cybersecurity Clinic and Client, the City of San Marcos, for the Clinic to deploy a student team advised by the Clinic instructor during the Spring 2025 academic semester to support the capacity of the City of San Marcos to protect and defend itself against cybersecurity threats.

EXPECTATIONS:

1. Payment
 - a. There will be no payment required for Clinic services.
2. Clinic Students
 - a. The Clinic at its sole discretion will identify up to three (3) current students for participation in the Client engagement.
 - b. All participating Clinic students will be required to comply with all relevant Client laws, regulations, policies, and procedures. Failure to comply may lead to revocation of student's ability to continue participation in Client engagement.
3. Scope of Services
 - a. Clinic student team will undertake a Business Impact Analysis to quantify the cybersecurity and downtime risks of the information assets present at the Client. Students will work collaboratively under instructor and mentor supervision.
 - b. Clinic students are expected to work primarily remotely, without the need to be present at Client facilities for most activities.
 - c. Clinic teams are not responsible for managing Client's technical controls nor incident response beyond the Spring 2025 academic semester.
 - d. Clinic student teams will not have access to Client's network or data stored on the Client's network.
4. Client Cooperation
 - a. Client, to the extent practical, will provide access to knowledgeable personnel for interviews, meetings, and work product reviews in a timely manner throughout the course of the semester-long engagement.
 - b. Required Client time commitment will vary throughout the semester depending on the stage of engagement, but is not anticipated to exceed 4 hours per week during

the 14-week semester.

- c. Client agrees to share relevant requested information about organizational data, technology, activities, practices, processes, context, environment, etc., unless restricted by law. The Client understands that pertinent information and data related to cybersecurity systems, protocols, personnel, past experiences, etc. are critical to the Clinic delivering an accurate and meaningful cybersecurity enhancement.

5. Confidentiality

- a. Clinic staff and students will adhere to industry-standard cybersecurity and privacy protocols to keep Client data and communication secure.
- b. The Clinic will restrict Client information access to only current students on the Client's assigned team, the Clinic instructor, and Clinic mentors on an as-needed basis.
- c. The obligation of the Clinic and its staff and students to maintain the confidentiality of any of the Client's non-public information received from the Client shall continue after the termination of this Agreement.

6. No Warranty; Disclaimer

- a. The Clinic will make reasonable efforts but cannot guarantee protection against security incidents such as unauthorized access to client systems, disclosure of client data, etc.
- b. The Clinic provides its services to Client on an "as is" and "as available" basis, with the express understanding that Clinic has no obligation to monitor or control Client's computing infrastructure, devices, practices, or data following the conclusion of the service semester. As such, Client's use of Clinic services is at its own discretion and risk.
- c. The Clinic makes no claims or promises about the quality, accuracy, or reliability of the services, their safety or security, nor the program's content. Accordingly, the Clinic is not liable to Client for any loss or damage that might arise, for example, from the service or from any future security vulnerabilities. The Clinic expressly disclaims all warranties, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, and noninfringement.

7. Limitation of Liability

- a. In no event will the Clinic be liable to Client or any third party for any indirect,

incidental, special, consequential, or punitive damages arising out of or relating to the services or any materials or information that the Clinic provides, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not the Clinic has been informed of the possibility of such damages, except in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents, or employees.

- b. Client will not be liable to the Clinic for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to the Client's engagement with the Clinic, except in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Client.
- c. Client is to report all accidents and injuries that occur, during performance of any duty, directly to the Clinic's program manager. In the event a student is injured while assigned to Client's site, the student's damages will be the responsibility of the Clinic.

Signed:

City of San Marcos Representative Signature

Date

City of San Marcos Representative Printed Name and Role



11/19/2024

Francesca Lockhart, Clinic Program Lead Date