



SUPPLEMENTAL TERMS AGREEMENT
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY
OFFICE OF PUBLIC AFFAIRS
AND
SURVEYMONKEY INC.
REGARDING
TERMS OF USE OF FOR DHS USERS

1. INTRODUCTION AND PURPOSE

The U.S. Department of Homeland Security, through its Office of Public Affairs (“**DHS/OPA**”) and SurveyMonkey, hereinafter the “Parties,” enter into this Supplemental Terms Agreement (“**STA**” or “**Agreement**”) to establish the terms of use of SurveyMonkey services. This is a non-exclusive arrangement between the parties to further each party’s purpose or mission, subject to the specific terms herein.

This Agreement supplements the SurveyMonkey Terms of Use located at <http://www.surveymonkey.com/mp/policy/terms-of-use> (“**Terms of Use**”) and the Amendment to SurveyMonkey Terms of Use Applicable to U.S. Government Users and Subscribers located at <https://www.surveymonkey.com/mp/policy/terms-of-use-government/> (“**Government Terms**”). This Agreement covers only the official use of SurveyMonkey by DHS personnel.

2. BACKGROUND

SurveyMonkey Inc. is a for-profit Delaware corporation with headquarters in Palo Alto, California. The Department of Homeland Security, a Federal agency headquartered in Washington D.C., protects the citizens, resources and national interests of the United States of America. DHS/OPA seeks to find new methods of communicating with the public and for receiving public views on DHS activities. DHS/OPA use of SurveyMonkey is and will be consistent with Federal and Department external communications policies. The use of SurveyMonkey is one of many means of communication that DHS may elect to use in furtherance of the DHS mission.

3. AUTHORITY

DHS enters this cooperative agreement pursuant to authority contained in the Homeland Security Act of 2002, Public Law No. 107-296, 6 U.S.C. § 112(b).

4. RESPONSIBILITIES

The following roles and responsibilities have been defined for each of the parties to this STA.

A. SURVEYMONKEY will:

- (1) Provide website services to DHS users, on an “as needed” basis determined solely by DHS officials, according to the terms described in the Terms of Use, as amended by the Government Terms.
- (2) Provide DHS/OPA with a URL located on a SurveyMonkey-controlled system from which DHS users may access a copy of this Agreement. SurveyMonkey will notify DHS/OPA in writing if it changes such URL.
- (3) Give timely notice to DHS/OPA if SurveyMonkey becomes aware of: (i) any DHS-related use of SurveyMonkey services that appears to be inconsistent with the terms of this Agreement or (ii) any third party activity that indicates a data breach likely occurred with respect to DHS data stored in DHS-user accounts. SurveyMonkey may delay giving such notice if a law enforcement agency recommends or requires SurveyMonkey to do so while a breach investigation is conducted.
- (4) Ensure that the information shared by DHS in accordance with this Agreement will be used by SurveyMonkey consistently with any statutory requirements, including applicable privacy laws, and with the Terms of Use and SurveyMonkey’s Privacy Policy located at <http://www.surveymonkey.com/mp/policy/privacy-policy/> (“Privacy Policy”).
- (5) Establish and maintain a SurveyMonkey point of contact for the efficient implementation of this Agreement.

B. DHS/OPA will:

- (1) Develop internal policies and procedures to govern the DHS use of SurveyMonkey.
- (2) Take reasonable steps, consistent with other DHS programs, to oversee and manage DHS use of SurveyMonkey.
- (3) Take reasonable steps, consistent with other DHS programs, to ensure that DHS users of SurveyMonkey comply with the terms of this Agreement.
- (4) Establish and maintain a DHS/OPA point of contact for the efficient implementation of this Agreement.

5. PRIVACY

The collection, use, disclosure, and retention of any information pursuant to this Agreement shall be limited to that which is necessary for purposes of the Parties and will be handled in accordance with the terms of this Agreement and the Privacy Policy. This Agreement does not authorize the collection, transfer or disclosure of sensitive but unclassified (SBU) or classified Information by DHS.

SurveyMonkey will handle the DHS' survey questions and responses as private information and will not disclose any DHS survey data except as permitted by the Privacy Policy. This applies to survey questions and responses (collectively referred to as "survey data"). Unless the DHS decides to share its survey questions and/or responses with the public, SurveyMonkey will not disclose survey data to the public or otherwise use the Agency's survey data for its own purposes, except in the limited circumstances described in the Privacy Policy or unless SurveyMonkey has the Agency's express consent.

6. COOPERATION

The Parties agree to work together in good faith to mitigate potential threats to their mutual venture, including coordinating simultaneous and complementary activities when appropriate. The parties also agree to coordinate operational activities to a commercially reasonable extent.

7. POINTS OF CONTACT

These contact points, and their successors, are responsible for implementation of this STA:

A. For SurveyMonkey:

Legal and Compliance Department

285 Hamilton Avenue, Suite 500
Palo Alto, CA 94301

compliance@surveymonkey.com

Phone: 650-543-8400

Fax: 650-289-0335

B. For DHS/OPA:

Public Affairs Web Policy and Training Manager

245 Murray Lane
Mailstop 0470
Washington, DC 20528

webpublishing@hq.dhs.gov

Phone: 202-447-3922

Fax: 202-282-8408

8. SEVERABILITY

Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS or SurveyMonkey policies or operating procedures. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

9. NO PRIVATE RIGHTS

This STA is an agreement between DHS and SurveyMonkey. It does not create or confer any right or benefit, substantive or procedural, enforceable by any third party against the Parties, the United States, or the officers, employees, agents, or associated personnel thereof. Nothing in this STA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction.

10. FUNDING

This Agreement is not an obligation or commitment of funds, nor serves a basis to transfer funds. Unless services are otherwise purchased in accordance with DHS acquisition policies and the terms of agreement, each Party shall bear its own costs in relation to this STA. All expenditures by DHS/OPA are subject to budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this Agreement in no way implies that Congress will appropriate funds for such expenditures.

11. ISSUE RESOLUTION

Throughout the course of this Agreement, issues such as scope of the Agreement, interpretation of its provisions, unanticipated technical matters, improvements, and other proposed modifications can be expected. Both parties agree to appoint their respective points of contact to work in good faith towards the resolution of any issues arising in conjunction with this Agreement.

12. EFFECTIVE DATE

The terms of this Agreement will become effective on the date that both parties sign the Agreement.

13. ENTIRE AGREEMENT; PRECEDENCE

This STA constitutes the entire agreement between the parties with regard to its subject matter. If any conflict exists between this Agreement and the Terms of Use or Government Terms, this Agreement will prevail to the extent of the conflict.

14. MODIFICATION

This Agreement may be modified upon the mutual written consent of the parties. SurveyMonkey may amend its Terms of Use at any time, provided that such changes will not be effective with respect to the DHS until 30 days after it receives written notice of such amendments, and further provided that any amendments which conflict with this Agreement will not apply to DHS without its written consent.

15. TERMINATION

The terms of this Agreement, as modified with the consent of both parties, will remain in effect indefinitely. Either party may, upon 30 days written notice to the other party, terminate this Agreement.

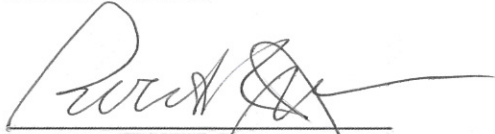
16. SCOPE

This Agreement only applies to a SurveyMonkey account owned or controlled by the DHS that contains "dhs.gov" in the domain name portion of the registered email address associated with such account. This Agreement will not apply with respect to accounts with email addresses that do not meet the foregoing criteria, even if the DHS owns or controls such account.

17. GOVERNMENT TERMS

The Parties acknowledge that the Government Terms apply to the DHS.

APPROVED BY:



NOV 25, 2013

Name: ROBERT R. JENSEN

Date

Title: PRINCIPAL DEPUTY ASSISTANT SECRETARY

Department of Homeland Security



11/5/2013

Name: Timothy Maly

Date

Title: SVP, Business Operations & Finance

SurveyMonkey Inc.