



Subscription Agreement for State Drinking Water Primacy Agencies

Please complete this Subscription Agreement and send the original to:

WaterISAC
1620 I Street, NW, Suite 500
Washington, DC 20006

This completed Agreement must be accompanied by:

- 1. A letter on official letterhead signed by the senior manager authorized to subscribe on behalf of the state drinking water primacy agency. In this letter, state the agency's desire to subscribe.**
- 2. A check issued to the WaterISAC for the appropriate fee amount by the organization or entity authorized to subscribe. Personal checks will not be accepted.**

When the WaterISAC receives the completed Subscription Agreement, the state agency's eligibility and the eligibility and identity of the user will be verified. Once the agreement has been approved (generally within 15 business days of receipt), the user(s) designated in this Agreement will receive instructions on use of the WaterISAC. The WaterISAC reserves the right to disapprove a request for subscription, or to terminate a state agency's subscription, at any time, for failure to comply with the Terms and Conditions.

By subscribing, the state agency expressly agrees that it and its designated user will fully comply with the WaterISAC's Terms and Conditions.

Date

State Agency Name

Mailing Address

Physical Address

Annual Fee. The annual subscription fee is \$500, which includes the primary user. There is a \$250 fee for each additional user (up to 2 additional users allowed).

Users. The primary user must be the chief of the drinking water state primacy agency and the other users must be senior management or security management.

Smart Cards and Card Readers. To access the secure portal of the WaterISAC, the users will be issued smart cards and card readers.

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By signing this Agreement, users agree to fully comply with the following Terms and Conditions, and to otherwise abide by the provisions of this Agreement. On behalf of the state agency, the undersigned users affirm that the information provided here is true and correct.

Terms and Conditions

1. Confidentiality . “SENSITIVE INFORMATION” means information distributed by or housed on the WaterISAC website.

a. Classification levels of SENSITIVE INFORMATION may include Confidential, Secret, Top Secret, Proprietary, Sensitive, Very Sensitive and For Official Use Only, or combinations thereof.

b. The subscribing state agency’s designated users who are granted access to the “subscribers only” portion of the WaterISAC website or other WaterISAC sources of SENSITIVE INFORMATION must take all reasonable precautions to prevent access by anyone but himself or herself.

c. The subscribing state agency must implement protocols to prevent dissemination of SENSITIVE INFORMATION beyond its designated users, except as provided in paragraph 1(d).

d. The subscribing state agency may share SENSITIVE INFORMATION with other parties only (1) when requested by the WaterISAC to do so or (2) for the purpose of preventing or responding to an imminent threat to public health and safety.

2. FOIA. The subscribing state agency users shall not retain, record or print any SENSITIVE INFORMATION that the state will not be able to protect from public disclosure, except as provided in paragraph 1(d).

3. More Restrictive Controls. Notwithstanding any other provision of these Terms and Conditions, some SENSITIVE INFORMATION may be accompanied by instructions requiring special handling and more restrictive access controls than other SENSITIVE INFORMATION requires, including, but not limited to, prohibitions on copying or distributing. The subscribing state agency must comply with such instructions.

4. Return of Sensitive Information. Upon request of the WaterISAC at any time and for any reason, the subscribing state agency must return SENSITIVE INFORMATION, including the original and any and all copies, in whatever form or media, in its possession.

5. Termination of Subscription or User Participation. Subscribers and users remain subject to these Terms and Conditions despite termination of the state agency’s subscription or termination of a user’s participation.

6. Breach. Unauthorized disclosure of SENSITIVE INFORMATION may cause the WaterISAC, the nation and individual drinking water and wastewater utilities and their consumers irreparable damage for which the WaterISAC cannot be reasonably or adequately compensated in damages. The WaterISAC shall therefore be entitled to seek injunctive relief to prevent such disclosure, and may rescind subscriptions and participation in the WaterISAC if these Terms and Conditions are violated.

7. Disclaimer. Information submitted to or disseminated by the WaterISAC may be unevaluated and unverified. The WaterISAC makes no representation or warranty with respect to the accuracy, completeness or currency of such information, and disclaims any and all liability whatsoever with respect to or in any way related to such information. The subscribing state agency bears the sole responsibility for, and assumes all risks and liabilities related to, the taking or not taking of any action based on such information.

8. Governance. Governance of the WaterISAC rests with the Board of Managers.

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Primary User (\$500)

Name of User _____ Title _____

Address, if different from state agency address _____

Direct Phone Number _____ Mobile Phone Number _____ Pager Number _____

E-Mail Address _____ Home/Alt. Phone Number _____

Signature of User _____ Date _____

Second User (\$250)

Name of User _____ Title _____

Address, if different from state agency address _____

Direct Phone Number _____ Mobile Phone Number _____ Pager Number _____

E-Mail Address _____ Home/Alt. Phone Number _____

Signature of User _____ Date _____

Third User (\$250)

Name of User _____ Title _____

Address, if different from state agency address _____

Direct Phone Number _____ Mobile Phone Number _____ Pager Number _____

E-Mail Address _____ Home/Alt. Phone Number _____

Signature of User _____ Date _____