



# User Replacement Agreement

Utilities that are currently subscribed to the WaterISAC may use this form to replace a user. Each user must be a utility employee and should be a senior manager.

The subscribing utility's Primary User and the new user must complete this Agreement and send the original to the WaterISAC. If the Primary User is being replaced, the original Primary User or a senior manager of the organization (e.g., GM or Assistant GM) must sign this Agreement.

Once the new user is approved, he/she will receive a new USB security reader and instructions to access the WaterISAC's secure portal. It is not necessary to return the security reader of the original user. Contact the subscription office at 202-331-0479 with any questions.

## Terms and Conditions

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

### 1. CONFIDENTIALITY

The WaterISAC owns or has permission to own, distribute or house information, materials, knowledge and facts that are confidential and proprietary (hereinafter "SENSITIVE INFORMATION").

- a. Classification levels of SENSITIVE INFORMATION may include, among others, Confidential, Secret, Top Secret, Proprietary, Sensitive, Very Sensitive and For Official Use Only, or combinations thereof.
- b. The subscribing utility's designated users who are granted access to the 'subscribers only' portion of the WaterISAC website or other WaterISAC sources of SENSITIVE INFORMATION *must* prevent access by anyone but himself or herself.
- c. The subscribing utility's designated users may not disclose SENSITIVE INFORMATION to other parties, except that they may share SENSITIVE INFORMATION, *solely on a need-to-know basis*, with their employees, agents, officers or contractors that are approved to view the subscriber's security information, for the purpose of protecting public health and facilities. The subscribing utility must limit such sharing of SENSITIVE INFORMATION to that which is required to perform specific duties.
- d. Contractors working for a subscribing utility may not disclose WaterISAC information to clients that are not WaterISAC subscribers.
- e. Subscribing utilities must implement protocols to prevent and prohibit employees, agents, officers or contractors from further disseminating SENSITIVE INFORMATION.
- f. Subscribing utilities may share SENSITIVE INFORMATION, *to the extent necessary and on a limited basis*, with municipal, county, state or federal law enforcement or security agencies in order to protect public health and facilities.
- g. Subscribing utilities may share SENSITIVE INFORMATION, *to the extent necessary*, with other parties *solely* for the purpose of preventing or responding to an *imminent threat* to public health and safety.

### 2. 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. Subscribing utilities must comply with such instructions.

### 3. RETURN OF SENSITIVE INFORMATION

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

### 4. TERMINATION OF SUBSCRIPTION OR USER PARTICIPATION

Subscribers and users remain subject to these Terms and Conditions despite termination of the utility's subscription or termination of a user's participation.

**5. 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 injunctive relief to prevent such disclosure, and may rescind subscriptions and participation in the WaterISAC if these Terms and Conditions are violated.

**6. 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. Subscribing utilities bear the sole responsibility for, and assume all risks and liabilities related to, the taking or not taking of any action based on such information.

**7. GOVERNANCE**

Governance of the WaterISAC rests with the Board of Managers.

**8. UTILITIES**

Subscribing utilities (1) must be authorized, chartered or incorporated under the laws of the United States, or (2) be registered as a foreign corporation doing business in the United States under U.S. law.

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**New User's Name and Title**

\_\_\_\_\_

**Address**

\_\_\_\_\_

**Direct Phone Number**                      **Mobile Phone Number**                      **Pager Number**

\_\_\_\_\_

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

\_\_\_\_\_

**Signature of User**

\_\_\_\_\_

**Who is the new user replacing?**

Is this new user replacing the Primary user?    Yes     No

If yes, will this new user serve as the Primary User?    Yes     No

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**If not, who will the new Primary User be (must be an existing user)?**

**Approval by current Primary User or Senior Manager**

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**Primary User or Senior Manager**                                      **Title**

\_\_\_\_\_

**Signature**