



User Replacement Form for State Primacy Agencies

State agencies that are currently subscribed to the WaterISAC may use this form to replace a user. The primary user must be the chief of the drinking water state primacy agency and the other users, if any, must be senior management or security management.

The subscribing agency'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 agency must sign this Agreement.

Once the new user is approved, he/she will receive a new USB key and instructions to access the WaterISAC's secure portal. WaterISAC will also provide a pre-paid envelop for the original user's USB key to be returned.

Fax this user replacement form to 202-785-1845. Contact the subscription office at 202-331-0479 with any questions.

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



Water Information Sharing and Analysis Center

1620 I Street, NW, Suite 500, Washington, DC 20006 202-331-0479 Fax 202-785-1845 www.WaterISAC.org

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. 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 organization, the undersigned users affirm that the information provided here is true and correct.

NEW USER INFORMATION

New User's Name Title

Address

Direct Phone Number Mobile Phone Number Mobile Service Provider

E-Mail Address Home/Alt. Phone Number

Signature of New User Date

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

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

New Primary User's Name

Approval by current or new Primary User or Senior Manager

Primary User or Senior Manager Title

Signature

Date