



Subscription Agreement for Individual Systems

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 utility manager authorized to subscribe on behalf of the utility (e.g., GM, CEO). In this letter, state the utility's desire to subscribe.
2. A check issued to the WaterISAC, for the appropriate fee amount (see schedule on page 2), by the organization or entity authorized to subscribe. Personal checks will not be accepted.

Before completing this Agreement, utilities that own multiple systems should consult the Subscription Agreement for Multiple Systems, found at www.waterisac.org/subscribe.

Contract operators cannot subscribe to the WaterISAC. In cases where a company operates a utility under contract, then the utility itself, and not the contract operator, must subscribe. A contract operator's staff members, assigned to a subscribing utility, may be listed as additional users.

When the WaterISAC receives the completed Subscription Agreement, the utility's eligibility and the eligibility and identity of each user will be verified. Once the agreement has been approved (generally within 15 business days of receipt), users 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 utility's subscription, at any time, for failure to comply with the Terms and Conditions.

By subscribing, the utility expressly agrees that it and its designated users will fully comply with the WaterISAC's Terms and Conditions, including any future amendments thereto.

<hr/>	<hr/>	
Date	Utility Name	
<hr/>		
Mailing Address		
<hr/>		
Physical Address		
<hr/>		
Type of Utility (check one)	<input type="checkbox"/> Joint Drinking Water/ Wastewater Utility	Service Population (# of people served, not # of accounts)
	<input type="checkbox"/> Drinking Water Utility Only	<hr/> Drinking Water
	<input type="checkbox"/> Wastewater Utility Only	<hr/> Wastewater

Annual Fee and User Schedule

Service Population *	Annual Fees For Primary User	Annual Fee per Addtl User
Over 100,000	\$1,000	\$500
50,000 - 100,000	\$500	\$250
Less than 50,000	\$200	\$100

* Fees for joint wastewater and drinking water utilities are based on the greater of the two service populations.

PRIMARY USER

Each subscribing utility must designate a Primary User, who will be responsible for updating user information and the utility profile on the WaterISAC website and insuring this information is correct.

Contact the WaterISAC's subscription office immediately when user contact information changes (202-331-0479).

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").

- 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.
- 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.
- 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.
- Contractors working for a subscribing utility may not disclose WaterISAC information to clients that are not WaterISAC subscribers.
- Subscribing utilities must implement protocols to prevent and prohibit employees, agents, officers or contractors from further disseminating SENSITIVE INFORMATION.
- 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.
- 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.

Primary User Information

<input type="text"/>		
Name of Primary User/Title		
<input type="text"/>		
Address (if different from utility address)		
<input type="text"/>	<input type="text"/>	<input type="text"/>
Direct Phone Number	Mobile Phone Number	Pager Number
<input type="text"/>	<input type="text"/>	<input type="text"/>
E-Mail Address	Home/Alt. Phone Number	
<input type="text"/>	<input type="text"/>	
Signature of User		
<input type="text"/>		

Note: Contact the WaterISAC's subscripton office immediately when user contact information changes (202-331-0479).

Additional User Information

Note: Contact the WaterISAC's subscription office immediately when user contact information changes (202-331-0479).

<hr/> <hr/> Additional User's Name and Title <hr/>		
<hr/> Address (if different from utility address) <hr/>		
<hr/>	<hr/>	<hr/>
Direct Phone Number	Mobile Phone Number	Pager Number
<hr/>	<hr/>	
E-Mail Address	Home/Alt. Phone Number	
<hr/>	<hr/>	
Signature of User <hr/>		

<hr/> <hr/> Additional User's Name and Title <hr/>		
<hr/> Address (if different from utility address) <hr/>		
<hr/>	<hr/>	<hr/>
Direct Phone Number	Mobile Phone Number	Pager Number
<hr/>	<hr/>	
E-Mail Address	Home/Alt. Phone Number	
<hr/>	<hr/>	
Signature of User <hr/>		

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Direct Phone Number	Mobile Phone Number	Pager Number
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E-Mail Address	Home/Alt. Phone Number	
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Signature of User <hr/>		