



Subscription Agreement for Multiple Systems

Please complete this Subscription Agreement and send the original to:

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

Corporations owning multiple drinking water or wastewater systems within a state may subscribe as follows:

1. Each corporate headquarters that owns multiple systems within a state may combine the population served by those systems and submit one subscription agreement.
2. The total population served in the state determines the fee amount (see schedule on page 2).
3. All other drinking water or wastewater systems must use agreement and fee schedule for individual systems. Contract operators cannot subscribe to the WaterISAC. In cases where a company operates a water system under contract, then the utility itself, and not the contract operator, must subscribe.

This completed Agreement must be accompanied by:

1. A letter on official letterhead signed by a senior utility manager authorized to subscribe on behalf of its utilities (e.g., GM or CEO). In this letter, state the organization’s desire to subscribe.
2. A check for the appropriate fee amount (see user fee and schedule on page 2) issued to the WaterISAC by the organization authorized to subscribe on behalf of the utilities. Personal checks will not be accepted.
3. A list of systems to be covered by this Agreement. Include contact names, phone numbers and addresses.

When the WaterISAC receives the completed Subscription Agreement, the organization’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 an organization’s subscription, at any time, for failure to comply with the Terms and Conditions.

By subscribing, the organization expressly agrees that it and its designated users will fully comply with the WaterISACs Terms and Conditions, including any future amendments thereto. On behalf of the organization, the undersigned users affirm that the information provided here is true and correct.

| | | |
|--|-----------------------------|--|
| <input type="text"/> | <input type="text"/> | |
| Date | Name of Organization | |
| <input type="text"/> | | |
| Mailing Address | | |
| <input type="text"/> | | |
| Physical Address | | |
| Total Population in State | <input type="text"/> | Number of Joint Utilities* |
| Number of Systems Covered by this Agreement | <input type="text"/> | Number of Drinking Water Utilities* |
| | | Number of Wastewater Utilities* |
| | | <input type="text"/> |

* Note: On a separate page, provide a list of systems covered by this Agreement. Include contact names, phone numbers and addresses.

Annual Fee and User Schedule

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

* Total population served in the state by the corporation's utilities. If a utility serves both drinking water and wastewater, use the greater of the two populations served in determining the fee.

USER, SMART CARDS AND CARD READERS

To access the secure portal of the WaterISAC, each user will be issued a smart card and a card reader. Each user must indicate the type of port (for the card reader) available: USB or PCMCIA. Upon termination of the subscriber's subscription to the WaterISAC and, if requested by the WaterISAC, the smart card and card reader issued to the subscribing utility must be returned promptly.

PRIMARY USER

The organization owning multiple systems 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. At least one user shall be located at the corporate headquarters.

Terms and Conditions

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 organizations 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 organizations 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 subscribers security information, for the purpose of protecting public health and facilities. The subscribing organization must limit such sharing of SENSITIVE INFORMATION to that which is required to perform specific duties.
- d. Subscribing organizations must implement protocols to prevent and prohibit employees, agents, officers or contractors from further disseminating SENSITIVE INFORMATION.
- e. Subscribing organizations 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.
- f. Subscribing organizations 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 organizations must comply with such instructions.

3. RETURN OF SENSITIVE INFORMATION

Upon request of the WaterISAC at any time and for any reason, subscribing organizations 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 organization'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. ORGANIZATIONS

Subscribing organizations (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 organization 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 | Date | |
| <input type="text"/> | <input type="text"/> | |

Additional User Information

Note: Contact the WaterISAC's subscription office immediately when user contact changes.

Additional Users Name and Title

Address (if different from utility address)

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

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

Signature of User

Additional Users Name and Title

Address (if different from utility address)

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

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

Signature of User

Additional Users Name and Title

Address (if different from utility address)

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

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

Signature of User