



1620 I Street, NW, Suite 500
Washington, DC 20006
866-h2o-ISAC
fax 202-785-1845

www.WaterISAC.org

Subscription Agreement

To ensure timely consideration of this subscription request, 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 or senior manager). In this letter, state the utility's desire to subscribe.
2. A check issued to the WaterISAC by the organization or entity authorized to subscribe on behalf of the utility for the fee amount appropriate for your utility size (see schedule on page 2). Personal checks will not be accepted.

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.

Date

Utility Name

Mailing Address

Physical Address

- Type of Utility.** (check one)
- Joint Drinking Water/Wastewater Utility
 - Drinking Water Utility Only
 - Wastewater Utility Only

Service Population.
(Number of people served, not number of accounts)

Drinking Water: _____

Wastewater: _____

Users Per Utility. Each user must be a utility employee and should be a senior manager. The total number of users, including the Primary User, that each subscribing utility is allowed is determined by the size of the utility (see schedule on page 2).

Annual Fee and User Schedule

Service Population	Joint Drinking Water/Wastewater	Users Per Utility	Drinking Water Only or Wastewater Only	Users Per Utility
1,000,001 or more	\$ 7,500	4	\$ 5,000	3
500,001 to 1,000,000	\$ 6,000	4	\$ 4,000	3
100,001 to 500,000	\$ 4,500	4	\$ 3,000	3
50,001 to 100,000	\$ 1,500	3	\$ 1,000	2
50,000 or fewer	\$ 1,000	3	\$ 750	2

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

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

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.

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 utility's designated users who are granted access to the "subscribers only" portion of the WaterISAC web site 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. Subscribing utilities must implement protocols to prevent and prohibit employees, agents, officers or contractors from further disseminating SENSITIVE INFORMATION.
- e. 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.

f. 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

Name of Primary User Title

Address, if different from utility address

Direct Phone Number Mobile Phone Number Pager Number

E-Mail Address Home/Alt. Phone Number

Signature of Primary User Date

Indicate Type of Port for Card Reader	
USB	<input type="checkbox"/>
Serial	<input type="checkbox"/>
PCMCIA	<input type="checkbox"/>

Other Users

Name of User 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 Date

IndicateType
of Port for
Card Reader

USB
Serial
PCMCIA

Name of User 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 Date

IndicateType
of Port for
Card Reader

USB
Serial
PCMCIA

Name of User 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 Date

IndicateType
of Port for
Card Reader

USB
Serial
PCMCIA

FOR OFFICE USE ONLY (date and initial)

Eligibility Verified	Identification Verified	Subscriber Approved	Subscription Package Sent
Date Paid	Check Number	Contact Information Captured	