

ONLINE GRANT ADMINISTRATION SYSTEM ACCESS AGREEMENT

This agreement (the “Agreement”), effective _____, is made between the Virginia Department of Rail and Public Transportation (“Department”) and _____ “Organization” and collectively, the “Parties”). This Agreement sets out the terms and conditions for the Organization’s use of the Department’s Dulles Technology Partners, Inc. “WebGrants” grant administration system (“System”).

In consideration of the mutual promises herein and the benefits of the use of the System, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. PURPOSE

1.1 The Organization shall be given access to the System for the purposes of providing current contact information, applying for grants, managing approved grants, and processing reimbursement requests. Other purposes for the System may be developed at a later date and the Organization will be notified of these changes by the Department through training and user materials.

Section 2. DEFINITIONS

“Authorized User” means any employee of the Organization and Organization’s affiliated organizations whom the Organization authorizes or allows to access the System, pursuant to Section 3 of this Agreement.

“Commonwealth” means the Commonwealth of Virginia.

“Password” or “Passwords” mean a character and/or numeric string for establishing Authorized User authentication.

“Unauthorized User” means any user who is not an Authorized User but accesses the System with credentials obtained from the Organization or an Authorized User.

Section 3. ACCESS RIGHTS

3.1 The Department will grant System access to the Organization. The Organization’s access to the System may be revoked at any time by the Department.

3.2 The Organization shall be responsible for granting access to any and all Authorized Users and for restricting access through its account to any persons not an Authorized User.

3.3 The Organization accepts all legal responsibility and potential liability for granting access to the System to every Authorized User or through an Authorized User to an Unauthorized User. This includes liability for any and all actions performed, or actions that should have reasonably been performed, by Authorized Users.

3.4 The Organization shall maintain a log of all Authorized Users and their accesses and statuses, current or deleted and provide such list to the Department upon request, within forty-eight hours of such request.

3.5 The Organization's access is provided on an "As Is" basis and is limited to what is available on the System.

3.6 The System is the property of the Commonwealth. The Department provides access to the System to facilitate the effective and efficient conduct of the Commonwealth's business. The Organization and all Authorized Users provided with access by the Organization shall follow the terms of this Agreement and all applicable laws and government regulations. When using the System, the Organization shall ensure that all Authorized Users shall:

- Be responsible and professional in their activities.
- Exercise reasonable care to protect the System against the introduction of viruses, spyware, malware, or other harmful attacks.
- Use reasonable care to maintain the conditions of security, including but not limited to safeguarding of passwords, under which they are granted access to such media.
- Check with the Department prior to downloading or accessing a file or document if the source of the file or other circumstances raises doubts about its safety.

The following activities are prohibited when using the System:

- Any use that is in violation of applicable local, state, or federal law.
- Accessing, uploading, downloading, transmitting, printing, communicating, posting, or storing information with sexually explicit content.
- Accessing, uploading, downloading, transmitting, printing, communicating, posting, or storing fraudulent, threatening, obscene, intimidating, defamatory, harassing, discriminatory, or otherwise unlawful messages or images.
- Accessing, uploading, downloading, transmitting, printing, communicating, posting, or storing access-restricted Department information, proprietary Department information, sensitive Commonwealth data or records, or copyrighted materials in violation of Department or Commonwealth policy.
- Sharing or providing credentials to anyone who is not an Authorized User.
- Any other activities prohibited by the Department.

3.7 Unauthorized access and fraudulent activity is prohibited. All users of this System are subject to having their activities on the System monitored and recorded by the Department. The Organization and Authorized Users have no expectation of privacy while using the System.

3.8 The Organization will be responsible for any breach of this Agreement or of the agreement between the Department and Dulles Technology Partners, Inc. caused by Organization, any Authorized Users, or Unauthorized Users.

3.9 Any Authorized User's access to the System may be terminated at any point at the discretion of the Department.

Section 4. Intentionally Omitted.

Section 5. ACCESS METHODS

5.1 Unless otherwise agreed to in writing, the Organization will be granted permission to create Authorized Users. The Organization shall exercise reasonable care to ensure no Unauthorized Users access the System.

5.2 Authorized Users will not disclose or give their Password to any other person; will not provide login credentials to any person not approved by the Organization; will not store their Password in any data file; will use every reasonable effort to refrain from any action that could allow any person to get access to their Password; and will report any actual or suspected breach of Password or any other unauthorized access.

5.3 Both of the Parties recognize the potential impact that a security breach may cause and will promptly notify the other Party of an actual or suspected security breach.

5.4 The Organization shall take all reasonable measures to prevent the introduction of computer viruses into the System.

Section 6. AUDIT AND INSPECTION OF RECORDS

6.1 The Organization shall retain all books, records, and other documents relative to this contract—including all supporting documents for reimbursements entered into the System—for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

Section 7. LIABILITY WAIVER

7.1 The Organization shall be responsible to the extent allowable by law for any and all damages related to its access to the System and for anyone it grants access to the System including but not limited to its employees and agents in connection with the access to the System granted under this Agreement. It is expressly understood that the Organization shall indemnify, defend and / or hold harmless the Commonwealth, the Department, and their officers, agents, and employees to the fullest extent allowable under Virginia law from and against all damages, claims, suits, judgments, expenses, actions and costs of every name and description, arising out of or resulting from Organization's use of or access to the System or any actions covered by this Agreement. The obligations of this section shall survive the termination of this Agreement.

Section 8. MISCELLANEOUS PROVISIONS

8.1 Omitted.

8.2 This Agreement shall, in all respects, be governed by the laws of the Commonwealth. Any proceeding concerning this Agreement shall be brought in the Circuit Court of the City of Richmond.

8.3 If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, it shall not affect the legality, validity or enforceability of any other part of this Agreement.

8.4 All provisions of this Agreement shall be binding upon the Parties and their respective successors and assigns.

8.5 This Agreement may be modified or amended by a writing signed by the Parties.

8.6 The Department may cancel this Agreement at any time for its convenience or for cause. Should the termination be for convenience, the Department will pay all outstanding reimbursements. Should the Agreement be cancelled for cause, Organization shall reimburse the Department for all costs incurred under this Agreement, including attorney's fees.

IN TESTIMONY THEREOF, the parties have caused this Agreement to be executed, each by its duly authorized officers, on the latest date noted below.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION**

BY: _____ DATE _____
DIRECTOR

WITNESS: _____ DATE _____
(NAME AND TITLE)

ORGANIZATION

BY: _____ DATE _____
CHIEF EXECUTIVE OFFICER

WITNESS: _____ DATE _____
(NAME AND TITLE)