



SECTION: OPERATIONS

TITLE: THIRD PARTY
REMOTE ACCESS

ADOPTED:

REVISED:

	815.1. THIRD PARTY REMOTE ACCESS	1
		2
		3
1. Purpose	The purpose of this policy is to ensure that a secure method of connectivity between Erie County Technical School and all third parties and to provide a formalized method for the request, approval and tracking of such connections.	4
		5
		6
		7
		8
2. Authority	External vendor connections to Erie County Technical School can create potential security exposures if not administered and managed correctly and consistently. These exposures may include nonapproved methods of connection to the district network, the inability to shut down access in the event of a security breach, and exposure to hacking attempts. All external vendor connections therefore, must be approved by the Erie County Technical School Technology Manager.	9
		10
		11
		12
		13
		14
		15
		16
	This policy applies to all new third party connection requests and any existing third party connections. When existing third party connections do not meet all of the guidelines and requirements outlined in this policy, they will be re-engineered as needed.	17
		18
		19
		20
		21
3. Guidelines	<u>Third-Party Connection Requests And Approvals</u>	22
		23
	1. All requests for third party connections must be made using the appropriate method based on the support organization.	24
		25
		26
	2. The required information is outlined in the Third Party Remote Access Request Questionnaire – Information Requirements Document. It is the Technology Manager’s responsibility to ensure that the third party has provided all of the necessary information and that such information is correct.	27
		28
		29
		30
		31
		32
		33
		34

815.1. THIRD PARTY REMOTE ACCESS – Pg. 2

3. All third party connection requests must have an Erie County Technical School administrative level signature for approval. Also, all third parties requesting a connection must complete and sign the Erie County Technical School Third Party Remote Access Agreement.
4. As a part of the request and approval process, the technical and administrative contact within the third party's organization or someone at a higher level within third party's organization shall be required to read and sign the Third Party Remote Access Agreement and any additional documents as required.

Connectivity Options

Access is only permitted from the established Third Party's network and is not to include third party employee residences or other points of access

Services Provided

In general, services provided over third party connections should be limited only to those services needed. Blanket access shall not be provided for anyone. The default policy position is to deny all access and then only allow those specific services that are needed and approved by Erie County Technical School pursuant to the established procedure.

In no case shall a third party connection to Erie County Technical School be used as the Internet connection for the third party.

Authentication For Third Party Network Connections

Third party connections made will be authenticated using Erie County Technical School firewalls and server security. Third parties must notify the Erie County Technical School when access is required. Erie County Technical School will then assist in activating the appropriate connection.

815.1. THIRD PARTY REMOTE ACCESS – Pg. 3

Protection Of Company Information And Resources

The Erie County Technical School Technology Manager is responsible for ensuring that all possible measures have been taken to protect the integrity and privacy of all remote access. At no time should Erie County Technical School rely on access/authorization control mechanisms at the third party's site to protect or prohibit access to Erie County Technical School systems, software, or information.

Erie County Technical School shall not have any responsibility for ensuring the protection of third party information. The third party shall be entirely responsible for providing the appropriate security measures to ensure protection of their private internal network and information.

Audit And Review Of Third Party Network Connections

All aspects of third party connection – up to, but not including the company's firewall, may be monitored by the appropriate Erie County Technical School staff.

Audits may be performed on all Erie County Technical School-owned/maintained third party access configurations and the output shall be provided to the appropriate Erie County Technical School staff. Any unauthorized changes shall be investigated immediately.

All third party connections may be reviewed at anytime and information regarding specific third party connection shall be updated as necessary. Obsolete third party connections will be terminated.

815.1.1. THIRD PARTY REMOTE ACCESS – Pg. 4

Erie County Technical School Technology Department

The Erie County Technical School Technology Manager has the responsibility for maintaining related policies and standards. The Technology Manager shall also provide advice and assistance regarding judgment calls, and will facilitate information gathering in order to make a correct decision. Global coordination of confidentiality and nondisclosure agreements with all third parties is also the responsibility of the Erie County Technical School Technology Manager.

The Technology Manager is also responsible for all global firewall design, configuration and engineering required for support of all approved third party remote access connections.



THIRD PARTY REMOTE ACCESS REQUEST QUESTIONNAIRE

INFORMATION REQUIREMENTS DOCUMENT

In accordance with the Third Party Remote Access Policy, all requests for Third Party Remote Access must be accompanied by this completed Information Requirements Document. This document should be completed by the Erie County Technical School and Third Party requesting remote access.

A. ERIE COUNTY TECHNICAL SCHOOL CONTACT INFORMATION

Name: _____

Title: _____

B. THIRD PARTY INFORMATION

Third Party Name: _____

Management Contact: Name: _____

Phone Number: _____

Email Address: _____

Location – address of termination point
of the Connection (including
building number, floor, and
room number) _____

Main Phone Number _____

Local Technical Support Hours (7X24, etc.) _____

**THIRD PARTY REMOTE ACCESS REQUEST
QUESTIONNAIRE – pg. 2**

Host/Domain/IPs/Names of the Third Party:

Names (Email addresses, phone numbers) of all employees of the Third Party who will use this access. If not appropriate to list the names of all employees, then provide a count of the number of employees who will be using the connection.

Number of employees using the connection: _____

Name

Email Address:

Phone #:

C. PROBLEM STATEMENT / PURPOSE OF CONNECTION

What is the desired end-result? *(Third Party must include a statement about the business needs of the proposed connection.)*

D. SCOPE OF NEEDS (In some cases, the scope of needs may be jointly determined by the supporting organization and the Third Party.)

What services are needed?

What are the privacy requirements (i.e., do you need encryption)?

How long is the connection needed?

Future requirements, if any.

**THIRD PARTY REMOTE ACCESS REQUEST
QUESTIONNAIRE – pg. 3**

E. WHAT TYPE OF WORK WILL BE DONE OVER THE CONNECTION?

Applicable System the connection is required for?

How will data transfers be done?

What are the estimated hours of use each week? What are peak hours?

F. ARE THERE ANY KNOWN ISSUES SUCH AS SPECIAL SERVICES THAT ARE REQUIRED? ARE THERE ANY UNKNOWN ISSUES AT THIS POINT, SUCH AS WHAT INTERNAL ERIE COUNTY TECHNICAL SCHOOL SERVICES ARE NEEDED?

G. IS A BACKUP CONNECTION NEEDED? (e.g., are there any critical business needs associated with this connection?)

H. WHAT IS THE REQUESTED INSTALLATION DATE?

I. WHAT IS THE APPROXIMATE DURATION OF THE THIRD PARTY NETWORK CONNECTION?

J. HAS A NON-DISCLOSURE AGREEMENT BEEN SIGNED WITH THE THIRD PARTY OR THE APPROPRIATE EMPLOYEES OF THE THIRD PARTY?

K. ARE THERE ANY EXISTING NETWORK CONNECTIONS AT ERIE COUNTY TECHNICAL SCHOOL WITH THIS COMPANY?

L. OTHER USEFUL INFORMATION:



THIRD PARTY REMOTE ACCESS AGREEMENT

_____ (*Third Party*), agrees to keep confidential and not to use or to disclose to others, during the term of this Agreement or any time thereafter, except as expressly consented to by the Erie County Technical School, or as required by this Agreement or as required by law, any trade secrets confidential technology, proprietary information or any other matter or thing learned or acquired by the Third Party through its association with the Erie County Technical School that is not otherwise available to the public.

“Confidential Information” The Third Party shall ensure that any student, employee, contractor, or subcontractor or agent to the Third Party, who may disclose any Confidential Information of the Erie County Technical School, is bound by the confidentiality terms and conditions of the Agreement. The Third Party further agrees that, upon termination of this Agreement for any reason, it will neither take nor retain, without prior written authorization from the Erie County Technical School, and except to the extent such information has been incorporated into records of the Third Party as required by law or standard business practices, any papers, files or other documents, or copies thereof, or other Confidential Information. Confidential Information shall include without limitation all information of, about, or in any manner concerning the Erie County Technical School, the Erie County Technical School Students, Faculty any aspect of the Third Party, etc. whether written, electronic or oral of any kind belong to the Erie County Technical School. In the event of a disclosure required by law, the Third Party will provide at least two business days’ written notice prior to any such disclosure of the Erie County Technical School’s Information outside the purposes of the Agreement of which the Third Party becomes aware.

This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. The Third Party agrees and understands that in the event of any breach of the Agreement, it will be subject to financial damages to the Erie County Technical School as permitted by law, injunctive relief, and responsibility for all attorney fees incurred by the Erie County Technical School in enforcing this Agreement.

This Agreement also includes the following attachments that are incorporated in this Agreement by this reference:

1. Third Party Remote Access Agreement – Terms and Conditions
2. Third Party Remote Access Request Questionnaire – Information Requirements Document
3. Third Party Remote Access Policy

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Third Party Name

Authorized Signature #1

Name *(please print)*

Authorized Signature #2

Name *(please print)*

Effective Date

Erie County Technical School

Authorized Signature #1

Name *(please print)*

Authorized Signature #2

Name *(please print)*

Effective Date



THIRD PARTY REMOTE ACCESS AGREEMENT TERMS AND CONDITIONS

1.0 SCOPE:

- 1.1 To ensure that a secure method of connectivity is provided between the Erie County Technical School and Third Party, as well as, to provide guidelines for the use of network and computing resources associated with the Network Connection as defined below.

2.0 RESPONSIBILITY:

- 2.1 Technology Department Coordinator

3.0 APPROVAL AUTHORITY:

- 3.1 Information Systems & Technology Manager
- 3.2 Director
- 3.3 Business Manager

4.0 PROCEDURE:

- 4.1 **Right to Use Network Connection** – Third Party may only use the Network Connection for business purposes as outlined by the Third Party Remote Access Request Questionnaire – Information Requirements Document.

4.2 Erie County Technical School-Owned Equipment:

- 4.2.1 Third Party may modify the configuration of the Erie County Technical School-Owned Equipment only after notification and approval in writing by authorized Erie County Technical School personnel.
- 4.2.2 Third Party will not change or delete any passwords set on Erie County Technical School- Owned Equipment without prior approval by authorized Erie County Technical School District personnel. Promptly upon any such change, Third Party shall provide Erie County Technical School with such changed password.

**THIRD PARTY REMOTE ACCESS AGREEMENT
TERMS AND CONDITIONS – pg. 2**

4.3 Network Security

- 4.3.1 Third Party will allow only Third Party employees approved in advance by Erie County Technical School “Authorized Employees” to access the Network Connection or any Erie County Technical School – Owned Equipment. Third Party shall be solely responsible for ensuring that Authorized Third Party Employees are not security risks, and upon Erie County Technical School’s request, Third Party will provide Erie County Technical School with any information reasonably necessary for Erie County Technical School to evaluate security issues relating to any Authorized Third Party Employee, access to the Network Connection or any Erie County Technical School-Owned Equipment
- 4.3.2 Third Party will promptly notify Erie County Technical School whenever any Authorized Third Party Employees leaves Third Party’s employment or no longer requires access to the Network Connection or Erie County Technical School – Owned Equipment.
- 4.3.3 Each party will be solely responsible for the implementation and maintenance of security procedures and policies that are consistent with ECTS connectivity options to ensure that (a) such party’s use of the Network Connection (and Third Party’s use of Erie County Technical School - Owned Equipment) is secure and is used only for authorized purposes, and (b) such party’s business records and data are protected against improper access, use, loss alteration or destruction.
- 4.4 Notifications** – Third Party shall notify Erie County Technical School in writing promptly upon a change in the user base for the work performed over the Network Connection or whenever in Third Party’s opinion a change in the connection and/or functional requirements of the Network Connection is necessary.
- 4.5 Payment of Costs** –Each party will be responsible for all costs incurred by that party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the remote access.
- 4.6 DISCLAIMER OF WARRANTIES** –NEITHER PARTY MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.7 LIMITATION OF LIABILITY** – IN ADDITION TO A PARTY’S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, THE THIRD PARTY WILL BE LIABLE TO ERIE COUNTY TECHNICAL SCHOOL FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT THAT WAS DIRECTLY CAUSED BY THE THIRD PARTY, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM ANY DELAY, OMISSION OR

THIRD PARTY REMOTE ACCESS AGREEMENT
TERMS AND CONDITIONS – pg. 3

ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF DATA PURSUANT TO THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 4.8 **Confidentiality** – The parties acknowledge that by reason of their relationship to each other hereunder, each will have access to certain information and materials concerning the others technology and products that is confidential and of substantial value to that party, which value would be impaired if such information were disclosed to third parties (“Confidential Information”). Should such Confidential Information be orally or visually disclosed, the disclosing party shall summarize the information in writing as confidential within thirty (30) days of disclosure. Each party agrees that it will not use in any way for its own account, except as provided herein, nor disclose to any third party, any such Confidential Information revealed to it by the other party. Each party will take every reasonable precaution to protect the confidentiality of such Confidential Information. Upon request by the receiving party, the disclosing party shall advise whether or not it considers any particular information or materials to be Confidential Information. The receiving party acknowledges that unauthorized use or disclosure thereof could cause the disclosing party irreparable harm that could not be compensated by monetary damages. Accordingly each party agrees that the other will be entitled to seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of such other party’s Confidential Information. The receiving party’s obligation of confidentiality shall not apply to information that: (a) is already known to the receiving party or is publicly available at the time of disclosure; (b) is disclosed to the receiving party by a third party who is not in breach of an obligation of confidentiality to the party to this agreement which is claiming a proprietary right in such information; or (c) becomes publicly available after disclosure through no fault of the receiving party.
- 4.9 **Term, Termination and Survival** – This Agreement will remain in effect until terminated by either party. Either party may terminate this agreement for convenience by providing not less than thirty (30) days prior written notice, which notice will specify the effective date of termination. Either party may also terminate this Agreement immediately upon the other party’s breach of this Agreement. Sections 5.5, 5.6, 5.7, 5.8, t.10.1 and 5.10.2 shall survive any termination of this Agreement.
- 4.9.1 **Severability** – If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the Agreement will continue in full force and effect.
- 4.9.2 **Waiver** – The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of such party thereafter to enforce such provisions.

**THIRD PARTY REMOTE ACCESS AGREEMENT
TERMS AND CONDITIONS – pg. 4**

- 4.9.3 **Assignment** – Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.
- 4.9.4 **Force Majeure** – Neither party will be liable for any failure to perform its obligations in connection with any Transaction or any Document if such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevent such party from transmitting or receiving any Documents.

5.0 ASSOCIATED DOCUMENTS:

- 5.1 Third Party Network Access Policy
- 5.2 Third Party Network Access Agreement
- 5.3 Third Party Connection Request Questionnaire – Information Requirements Document