



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.

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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

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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.

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- 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