



Third Party Connection Agreement

Overview:

The Third Party Network Connection Agreement (the “Agreement”) by and between City of Irving and

_____,
(Your Name and/or Organization)

Is entered into as of the date last written below (“the Effective Date”).

This Agreement consists of the signature page and the following attachments that are incorporated in this agreement by this reference:

1. Attachment 1: Third Party Network Connection Agreement Terms and Conditions
2. Attachment 2: Third Party Confidentiality Provision Guidelines

City of Irving
Information Technology Department
Policies and Procedures



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. There are not conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto. This agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this agreement shall be in Dallas County, Texas.

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.

(Your Organization, where applicable)

(Authorized Signature)

(Your Name)

(Date)

(Authorized Signature)

(City of Irving Information Technology Director)

(Date)

Attachment 1 – Third Party connection Agreement Terms and Conditions:

Objective: To ensure that a secure method of connectivity is provided between City of Irving and third party user in order to provide guidelines for the use of network and computing resources.

1. Right to Use Network Connection: Third Party User may only use the network connection for business.

2. City of Irving-Owned Equipment: City of Irving may, in City of Irving's sole discretion, loan to third party user certain equipment and/or software for use on City of Irving premises (the City of Irving-Owned Equipment). City of Irving-Owned Equipment will be used solely by third party user on City of Irving's premises and for the purposes set forth in this Agreement.

Third party user may modify the configuration of the City of Irving-Owned Equipment only after notification and approval in writing by authorized City of Irving personnel.

Third party user will not change or delete any passwords set on City of Irving-Owned Equipment without prior approval by authorized City of Irving personnel. Promptly upon any such change, third party user shall provide City of Irving with such changed password.

3. Network Security: Third party user will notify City of Irving whenever third party user no longer requires access to the network connection or City of Irving-Owned Equipment.

4. Notifications: Third party user shall notify City of Irving in writing whenever in third party user's opinion a change in the connection and/or functional requirements of the network connection is necessary.

5. Payment of Costs: Each party will be responsible for all costs incurred under this Agreement, including, without limitation, costs for phone charges, telecommunication equipment and personnel for maintaining the network connection.

6. 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.

7. 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 no 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, 6, 7, 8, 10.1 and 10.2 shall survive any termination of this Agreement.

8. MISCELLANEOUS

8.1 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 effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

8.2 Waiver: The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

8.3 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.

Attachment 2 – Third Party Confidentiality Provision Guidelines:

The following provisions should be adhered to, when and where applicable, with respect to the exchange and possession of City of Irving confidential information.

a specific definition of the confidential information being provided;
a list of all THIRD PARTY associates that will access confidential information; (Authorized persons)
a guarantee from the THIRD PARTY that it will, while in transmission between CITY and THIRD PARTY and in possession of THIRD PARTY, will protect confidential information with, at minimum, either

- o 3DES – Triple DES with a key length of 168 bits, or
- o AES – Advanced Encryption Standard with a key length of 192 bits;

a guarantee that all confidential information received by the THIRD PARTY will be returned or destroyed / cross shredded upon completion of the contract;
a stipulation allowing the entry of injunctive relief without posting bond in order to prevent or remedy breach of the confidentiality obligations of the contract;
a stipulation that any violation of the contract's protective conditions amounts to a material breach of contract and entitles the CITY to immediately terminate the contract without penalty;
A provision allowing auditing of the THIRD PARTY's compliance with the contract safeguard requirements; and
A provision ensuring that the contract's protective requirements shall survive any termination agreement.
THIRD PARTY shall take action to protect and safeguard all information from loss, destruction, theft, and/or intentional / negligent access / misuse / observation / eavesdropping by anyone who is not an authorized person.
THIRD PARTY shall provide company security & privacy policy and confidential statement for City to review prior to the starts of this project.

Standards:

Information Technology department reserves the right to set forth standards for third party connections to City of Irving's network.

The current standard for third parties to connect to City of Irving's network is the Enexity Remote Access solution. Documentation, instructions and setup available upon request from the Information Technology department.

File Name:

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Revision History

Date	Revision	Description
09/28/2009	1.4	Approved by City Attorney's office – Changes in venue
03/28/2008	1.3	Approved by IT Management
12/18/2007	1.2	Removed NDA and limit of liability statements and added confidentiality provision guidelines
11/05/2007	1.1	Revisions following IT review
10/18/2004	1.0	Initial creation