

ONLINE GRANT ADMINISTRATION SYSTEM ACCESS AGREEMENT

This Agreement, effective _____, is made between the Virginia Department of Rail and Public Transportation (“Department”) and _____ (“Grantee”) (collectively, the “Parties”). This Agreement sets out the terms and conditions for the use of the Department’s Online Grant Administration (“OLGA”) 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 Grantee shall be given access to the System for the purpose of providing current contact information, an updated six year capital budget, and current performance and inventory data. The Grantee will also be able to use the System to apply for grants, manage approved grants, and process reimbursement requests. Other purposes for the System may be developed at a later date and the Grantee will be notified of these changes by the Department through training and user materials.

Section 2. DEFINITIONS

“Authorized User” shall mean any employee of the Grantee and Grantee’s affiliated organizations whom the designated Master User of the Grantee authorizes to access the System, pursuant to Section 3 of this Agreement.

“Master User” shall mean the person designated in this Agreement in Section 4 who will be responsible for establishing and maintaining Authorized Users in the System on behalf of the Grantee.

“Password” shall mean a character and/or numeric string initially provided by the Department or Master User, then modified by the Master User and Authorized User for establishing Master User or Authorized User authentication.

Section 3. ACCESS RIGHTS

3.1 The Grantee, through their designated Master User, shall obtain access to the System through a website address designated by the Department.

3.2 The Master User shall be responsible for granting access to Authorized Users by way of assigning a user identification number and Password. The Master User is also responsible for assigning appropriate System access to Authorized Users who have a legitimate need for such access to support the Purpose in Section 1.

3.3 The Master User shall maintain a log of all Authorized Users and their accesses and statuses, current or deleted.

3.3 The Master User’s access is provided on an “As Is” basis and is limited to what is available on the System (e.g., the Master User may not alter the access granted to him/her by the Department).

3.4 The System is the property of the Commonwealth of Virginia (“Commonwealth”). The Department provides access to the System to facilitate the effective and efficient conduct of the Commonwealth’s business. All Authorized Users provided with access by the Master User shall follow the terms of this

Agreement and all applicable laws and government regulations. When using the System, the Master User and all Authorized Users shall:

- Be responsible and professional in their activities.
- Exercise the appropriate care to protect the System against the introduction of viruses, spyware, malware, or other harmful attacks.
- Maintain the conditions of security (including 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, or the laws.
- Any other activities prohibited by the Department.

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

3.6 The Grantee will be responsible for any breach of this Agreement by the Master User or any Authorized Users.

3.7 The Master User's or any Authorized User's access to the System may be terminated at any point at the discretion of the Department.

Section 4. MASTER USER

4.1 The Grantee hereby designates the following person as the Master User:

Name _____

Title _____

4.2 If the Grantee wishes to change the designated Master User, it must submit a written notification to the Department.

Section 5. ACCESS METHODS

5.1 Unless otherwise agreed to in writing, the Master User will be given a user identification number and Password for his or her sole use. It is the Grantee's responsibility to ensure no Passwords are stored in clear text or other non-encrypted manner.

5.2 The Master User and any Authorized Users will not disclose or give their Password to any other person; 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 Grantee shall take all reasonable measures to prevent the introduction of computer viruses into the System in connection with use of the System.

Section 6. AUDIT AND INSPECTION OF RECORDS

6.1 The Grantee shall permit the authorized representatives of the Department to inspect and audit all records of the Grantee relating to the performance of this Agreement.

Section 7. LIABILITY WAIVER

7.1 The Grantee shall be responsible to the extent allowable by law for all damage to life and property due to its activities and those of its employees or agents in connection with the access to the System granted under this Agreement. It is expressly understood that the Grantee shall indemnify, defend and hold harmless the Commonwealth, the Department, the Virginia Department of Transportation, 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 any negligent act or omission in the performance by the Grantee and its employees or agents of any actions covered by this Agreement. The obligations of this section shall survive the termination of this Agreement.

Section 8. MISCELLANEOUS PROVISIONS

8.1 No member, officer, or employee of the Department, during his tenure or one year thereafter, shall have any interest, direct or indirect, that is prohibited by Virginia law in this Agreement.

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 a Circuit Court of the Commonwealth.

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.

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: _____
DIRECTOR DATE

WITNESS: _____
(NAME AND TITLE) DATE

GRANTEE

BY: _____
CHIEF EXECUTIVE OFFICER DATE

WITNESS: _____
(NAME AND TITLE) DATE