



ITD REMOTE ACCESS AGREEMENT

The Idaho Transportation Department (ITD) Remote Access Services are intended for secure remote access to ITD network and resources by ITD Staff and Business Partner. This type of access, regardless of the end to end encryption involved, does expose internal systems to risk. Due to this risk, any Business Partner that has been approved to use ITD's Remote Access Services is responsible for any damage or harm such use may cause and for implementing appropriate safeguards to prevent such damage/harm or unauthorized use.

“Business Partner” shall mean third parties, such as contractors, interns and agents of other government agencies, who perform work using ITD's information resources, network or sensitive data.

The Business Partner must read and demonstrate knowledge and acceptance of this Agreement pertaining to the Business Partner by signing below. Please enter **all signatures and dates** in each field requested or Remote Access setup cannot proceed.

1. Business Partner Access to ITD Internal Networks. Based on the business need and criteria set forth in this agreement, ITD shall allow Business Partner access to specific internal networks and connected computer systems. The decision to grant such access may include review of:

- (a) Controls and security on the system(s) the Business Partner is requesting access to.
- (b) Business Partner's security policies.
- (c) Business Partner's system that will be accessing ITD.

The Business Partner's activities on ITD resources must be strictly limited to the system facilities and information needed to achieve ITD's predefined business objectives.

2. ITD Account and Remote Access Grant. ITD grants to the Business Partner (as an individual or entity):

- (a) Appropriate access to the ITD Remote Access Services or application.
- (b) Limited access to specific systems and application services that pertain to the predefined business objectives that the Business Partner has been contracted to provide.
- (c) An ITD account ID that will be used to authenticate to the authorized system(s) to perform the contracted business activities.

3. The Business Partner's Obligations and Responsibility. Business Partner is obligated to:

- (a) Protect any hardware authentication device(s) that may be provided from theft and immediately notify ITD in the event of a lost or stolen device.
- (b) Protect account ID and password from theft and unauthorized use or disclosure to others, and immediately notify the ITD Information Security team upon suspected account ID and password compromise. The account ID and/or password must not be recorded in any way on any hardware authentication device(s).
- (c) The Subscriber Business Partner may not use the ITD issued Account ID, password, and/or remote access for any purpose other than in conjunction with performing the contracted business activities.



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- (d) The Business Partner may not install or use any software or applications on the ITD systems unless approved and authorized by ITD.
- (e) The Business Partner may not modify or install any existing ITD applications without prior approval by ITD.
- (f) The Business Partner must contact the designated ITD Sponsor to request any additional system access and/or user changes and include justification for the request.
- (g) The Business Partner agrees to take reasonable precautions to protect the ITD Remote Access Services from malicious attacks such as unauthorized access, Denial of Services, Viruses, Trojan horses or other unauthorized traffic.
- (h) The Business Partner agrees to inform the ITD Information Security team and/or the ITD Sponsor immediately should any type of systems vulnerabilities or security breaches occur on the Business Partner's network for the length of this contract.
- (i) The Business Partner must maintain a maintenance log of all ITD system modifications.
- (j) The Business Partner must notify and obtain approval from the designated ITD Sponsor prior to any system changes being implemented.
- (k) When establishing a remote access session to the ITD network or resources, the Business Partner must ensure all network traffic to and from the Business Partner's system(s) is permitted only via the authorized access method. The Business Partner's system must not be allowed to communicate to a separate network and/or Internet when actively connected to the ITD resource.
- (l) The Business Partner must ensure that all operating system service packs, security patches and/or hot-fixes are applied on the Business Partner system prior to connecting to ITD resource.

- 4. Non-Assignment.** Except as otherwise set forth herein, the Business Partner rights under this Agreement are not assignable or transferable. Any attempt by the Business Partner's creditors to obtain an interest in the Business Partner's rights under this Agreement, whether by attachment, levy, garnishment, or otherwise, renders this Agreement voidable at ITD's option.
- 5. Remote Access Periodic Review.** Remote access privileges will be reviewed at least annually by the relevant ITD Sponsor or ITD's Office of Internal Review, as needed, to determine whether access privileges are to be continued. If this type of access is no longer needed, the ITD Sponsor must notify the ITD Service Desk to terminate any access privileges and or accounts. The Business Partner must return any equipment supplied by ITD within 10 business days of notification of termination of access privileges. Failure to do so will result in a charge to the Business Partner equal to the fair market value of the equipment.
- 6. Indemnity.** The Business Partner agrees to release, indemnify, defend and hold harmless ITD and any of its current or former contractors, agents, employees, officers, directors, and assigns (individually or collectively, "Indemnity") from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, caused by or arising out of a third party claim against the Business Partner resulting from a breach of the Business Partner's warranties, representations and obligations under this Agreement. In the event ITD is threatened with suit or sued by a third party, ITD may seek written assurances from the Business Partner concerning the Business Partner's promise to indemnify ITD, the Business Partner's failure to provide those



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assurances may be considered by ITD to be a material breach of this Agreement. ITD shall have the right to participate in any defense by the Business Partner of a third-party claim related to the Business Partner's use of any ITD services, with counsel of our choice at ITD's own expense, or at Business Partner's request and expense. The Business Partner shall have sole responsibility to defend ITD against any claim, but the Business Partner must receive ITD's prior written consent regarding any related settlement that results in an obligation other than the payment of damages, such consent not to be unreasonably withheld. The terms of this paragraph will survive any termination or cancellation of this Agreement. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

7. Limitation of Liability. In no event shall ITD or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information) arising out of the use of or inability to use the ITD provided services as outlined in this agreement.

8. Termination without Cause. Either party may terminate this Contract without cause.

9. Account Expiration and Password Assignment.

- The duration of a Business Partner's remote access to ITD resources will be limited to the duration that an ITD Remote Access Agreement is in force.
- A Business Partner's ITD Remote Access Agreement shall not exceed the MOU, contract, or signed agreement that documents the business relationship.
- A Business Partner's ITD Remote Access Agreement will be limited to a period of two years, even if the MOU, contract, or signed agreement exceeds that length of time.
- Upon expiration of the ITD Remote Access Agreement, a new ITD Remote Access Agreement must be completed in order to extend or continue the Business Partner's remote access to ITD's resources.
- If the MOU, contract, or signed agreement is extended, a new ITD Remote Access Agreement must be completed.

10. Notices and ITD Contacts.

ITD Contacts are as follows:

Title	Name	Phone Number	E-Mail Address
ITD Sr. Leadership Team Member			
ITD Sponsor			
ITD Service Desk	NA	(208) 334-8175	service.desk@itd.idaho.gov
ITD Cyber Security Team	NA	(208) 334-8158	itdcybersecurity@itd.idaho.gov

The Subscriber shall make all notices, demands, or requests to ITD with respect to this Agreement in writing to:



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Idaho Transportation Department, P.O. Box 7129, Boise, Idaho 83707-1129

Attn: ITD Sponsor (Printed name of the ITD manager or supervisor responsible for the maintenance of this contract)

ITD shall make all notices, demands, or requests to Business Partner with respect to this Agreement in writing to: (Mailing address for the subscribing person signing this contract)

Attn: (Authorized Business Partner Representative's Printed Name)

In order to meet the ITD's business needs, we hereby authorize providing the Business Partner with access to ITD resources under the terms of this agreement.

The ITD issued Account ID(s) will be valid from _____ to _____.
Passwords associated with these accounts shall be changed every 90 Days.

Idaho Transportation Department

ITD Sr. Leadership Team Member (RE or Above)	Title	
ITD Sr. Leadership Team Member (RE or Above) Signature		Date

ITD Sponsor Printed Name	Title	
ITD Sponsor Signature*		Date

*Signature of the ITD manager or supervisor requesting the ITD Remote Access Agreement and responsible for the maintenance of this contract.

Business Partner Requesting Access

Authorized Business Partner Representative's Printed Name	Company Name	
Authorized Business Partner Representative's Title	Email Address	
Business Partner's Address	Business Partner's Phone #	
Authorized Business Partner Representative's Signature		Date