

## **NETWORK ACCESS AGREEMENT**

The purpose of this Agreement is to ensure the appropriate protection of the LCRA's information, software and data (collectively "Information"), computers, communication systems, and networks (collectively "Networks") by establishing management controls, procedures, and requirements for access to the LCRA's computer networks by "External Entities" and their Workers. An External Entity is any person or business entity that is granted access to the LCRA's Networks and that is not an employee of the LCRA, including without limitation contractors, consultants, temporaries, vendors, customers and other parties.

### **Scope:**

Throughout this Agreement, the word "Workers" will be used to individually and collectively refer to all individuals employed by External Entities to whom access is granted.

### **Agreement for Limited Access:**

Access to LCRA Information and Networks shall be at the sole discretion of the LCRA and limited in scope to the extent specified by LCRA. Workers shall not access any Information without or beyond the limits of LCRA's express authorization, nor disclose, duplicate, damage, modify, divert, destroy, lose, misuse, or steal any Information or Networks to which they are granted access. Unless otherwise agreed between LCRA and an External Entity in writing in advance, all Information traveling over the LCRA's Networks shall be considered the property of the LCRA or third parties. Any Information belonging to third parties shall be treated as LCRA trade secrets and in accordance with any applicable contracts, including any confidentiality agreements between LCRA and third parties.

### **Procedure for Obtaining Access by an External Entity:**

All External Entities must have an LCRA sponsor to be granted access. A sponsor is an LCRA employee with the authority to approve requisitions under the External Entity's contract. The sponsor is responsible for ensuring that all LCRA policies, rules and regulations are followed by the External Entity. Each External Entity must set a new password every 60 days.

Each External Entity and Workers who need access to an LCRA computer system must submit to Network Security for approval the following items:

- A. This Network Access Agreement signed by the LCRA sponsor;
- B. A Network Access Request form (available from Network Security) signed by the LCRA sponsor.

In response to a Network Access Request, LCRA may establish an end date at which time access to Information and Networks will expire (unless overtly extended by LCRA), as well as other limitations on access by External Entities and their Workers.

### **Restrictions:**

Each Worker will have its own USERID. Workers are prohibited from sharing USERIDs with LCRA employees or other External Entities or Workers. If no end date is specified on the "External Entity Access Form", the default access period is 45 days. When External Entities and Workers are

removed from jobs requiring System Access, network security may immediately eliminate their USERID. If a Worker has not accessed Information or the Networks for 45 days, it will be considered abandoned and LCRA may terminate access without notice. Access to more than one server will only be granted in extreme cases with prior written authorization. External Entities shall not be granted Supervisor access.

**Remedies & Indemnity:**

If External Entities violate this Agreement, LCRA may in its sole discretion:

1. suspend or terminate all access under this Agreement;
2. suspend or terminate any contract under which the External Entity performs work for LCRA;
3. require removal from LCRA work of any Worker violating this Agreement; and
4. seek such other remedies as the law allows, at law or in equity, for the harm done to LCRA as may be appropriate under the circumstances, including, in the case of a confidentiality breach of any sort, injunctive relief.

**Each External Entity and Worker granted access under this agreement shall defend, indemnify and hold harmless LCRA, its Directors, Officers and Employees from all demands, costs, expenses (including attorneys' fees and court costs), damages, lawsuits, judgments, claims, proceedings in arbitration or the like that LCRA, its Directors, Officers and Employees may sustain in connection with any breach of this Agreement.**

**Confidentiality:**

It is understood and agreed that in the course of providing services for LCRA in furtherance of the activities and operations of LCRA, Workers shall be provided access to certain LCRA Networks. Worker may access and use Information in such networks only for the limited purpose of providing services to LCRA. Each External Entity hereby agrees that no such Information from LCRA Networks of any kind of nature shall be released to any person outside LCRA without the written approval of the LCRA. External Entities and Workers shall conform to any applicable confidentiality agreements with LCRA, or in the absence of such an agreement follow all confidentiality policies of the LCRA; they will not sell, use, or divulge any Information that they came across while doing work for the LCRA. They will not retain copies of any Information that they came across while doing work for the LCRA beyond the completion of that work.

I have read the Agreement and agree to its terms:

Sponsor Name (Printed):

External Party Name (Printed):

\_\_\_\_\_/\_\_\_\_\_  
Sponsor Signature Date

\_\_\_\_\_/\_\_\_\_\_  
External Party Signature Date