



Complete all fields highlighted in yellow.

Agreement No: _____

Federal ID No.: _____ (1)

Pa Vendor No.: _____ (2)

AGREEMENT TO AUTHORIZE ELECTRONIC ACCESS TO PENNDOT SYSTEMS

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter referred to as DEPARTMENT,

AND

(3) _____ (NAME OF APPLICANT)

(4) _____ (REGISTERED OR PRINCIPAL OFFICE LEGAL ADDRESS OF APPLICANT)

(5) _____ (PRINCIPAL OFFICE PHONE NUMBER AND EMAIL ADDRESS)

hereinafter referred to as APPLICANT.

WHEREAS, the APPLICANT desires to register as a DEPARTMENT business partner to be permitted electronic access to the following DEPARTMENT systems:

(6) _____

(hereinafter referred to as "System" whether singular or plural) for the purposes of entering information into and exchanging data with the System; and

WHEREAS, the DEPARTMENT, in furtherance of the powers and duties conferred on it by Section 2002 of the Administrative Code of 1929, as amended, 71 P.S. Section 512, to design and construct state highways and other transportation facilities, to undertake other transportation-related activities, and to enter into contracts for these purposes, is willing to permit the APPLICANT to electronically submit applications, technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects or undertake other transportation-related activities as part of the DEPARTMENT'S program to use the System.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises expressed in this document, and intending to be legally bound, the parties agree as follows:

- 1. The APPLICANT is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the System. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The APPLICANT is responsible for the procurement and cost of any data communications lines required to connect to the System. The APPLICANT is responsible for the cost of telephone lines and usage.

2. The DEPARTMENT grants APPLICANT access to the System under the terms and conditions of this Agreement and the APPLICANT will be permitted access to the System as the DEPARTMENT shall direct. The APPLICANT agrees to be liable for any damage to the DEPARTMENT'S databases or software owned or licensed by the DEPARTMENT in the event a computer virus originated from the APPLICANT, its agents or employees to the extent that such computer virus was introduced on the DEPARTMENT'S computer systems or networks as a result of APPLICANT'S negligence and APPLICANT has not used reasonable care to detect and eliminate computer viruses using then current industry standard security and anti-virus tools. For purposes of the Agreement, the term "computer virus" shall mean and include any undocumented or hidden functionality or performance capability contained in software or data which is designed to facilitate the theft of, destroy or corrupt data or software, or disable or lock software or a computer system, or any undocumented and unauthorized method for gaining access electronically to software or other corporate resources or data.
3. The DEPARTMENT cannot waive sovereign immunity and will not be liable for any damage to the APPLICANT'S databases or software owned, leased or licensed by the APPLICANT from any source, whatsoever, within or outside the DEPARTMENT.
4. The APPLICANT will implement appropriate security measures to insure that only authorized employees of the APPLICANT will have access to and enter data into the System. The APPLICANT agrees to assign only its current employees User Identification Internet System access codes ("User ID codes") provided to the APPLICANT by the DEPARTMENT. The APPLICANT agrees to assign a separate and distinct User ID code to each current employee who will submit invoices, letters of interest, technical proposals or other project documents or participate as a member of a project team under an engineering agreement or construction contract with the DEPARTMENT. The APPLICANT agrees to accept full responsibility for controlling the User ID codes that the APPLICANT assigns to the employees of the APPLICANT. The APPLICANT agrees to deactivate an employee's User ID code immediately upon the employee's separation and/or dismissal from the employ of or association with the APPLICANT. The APPLICANT agrees that the APPLICANT'S employees may not share User ID codes. The APPLICANT agrees to be liable for the items negligently submitted under one of its assigned User ID codes and for the negligent submissions, actions or omissions of anyone using a User ID code of the APPLICANT or the APPLICANT'S employee.
5. The DEPARTMENT shall make provisions for the APPLICANT to obtain initial training for the System. This training may not include any non-System program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.
6. The DEPARTMENT will make reasonable attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make the System available for on-line access 24 hours per day, seven days per week, except for ten hours each workday when the System databases are updated. The DEPARTMENT will provide support only during the normal business hours of the DEPARTMENT offices.
7. The APPLICANT agrees to comply with the Nondiscrimination/Sexual Harassment Clause (Exhibit "A"), the Contractor Integrity Provisions (Exhibit "B"), the Contractor Responsibility Provisions (Exhibit "C"), the Offset Provision (Exhibit "D") and the Provisions Concerning the Americans with Disabilities Act (Exhibit "E"), all of which are attached to and made part of this Agreement. As used in these exhibits, the term "contractor" refers to the APPLICANT.

8. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the APPLICANT shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit “F” and made a part of this Agreement. As used in the attached exhibit, the term “Contractor” refers to the APPLICANT.
9. APPLICANT shall not be responsible for any consequential, indirect, special or punitive damages with respect to claims made under this Agreement. In any event, DEPARTMENT may not recover direct damages in excess of \$1,000,000.
10. This Agreement shall continue until terminated by either Party, at any time, without cause, within fifteen (15) days upon receipt of written notice thereof. Any material breach of this Agreement by either Party shall entitle the other Party to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, APPLICANT shall cease and shall cause its users to cease attempts to access the System.
11. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
12. This Agreement embodies the entire understanding between the DEPARTMENT and APPLICANT and there are no contracts, agreements, or understanding with reference to the subject matter hereof which are not merged herein.

ATTEST:

(7)

(Print APPLICANT Name)

(8) _____ (9)
(Signature) (Date)

BY: (12) _____ (13)
(Signature) (Date)

(10)

Print Name

(14)

Print Name

(11)

(Title)

(15)

(Title)

COMMONWEALTH OF
PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____
(Department Signatory and Date)

APPROVED AS TO LEGALITY AND FORM

BY: _____
(Chief Counsel Signatory and Date)

Preapproved form:
OGC No. 18-FA-29.0
Appv'd OAG 05/06/2013

MAIL COMPLETED AGREEMENT TO:
System Registration
PA Department of Transportation
Bureau of Rail Freight, Ports & Waterways
Attn: Grants Assistant
PO Box 2777
Harrisburg, PA 17105-2777

CHECKLIST FOR THE COMPLETION OF THIS AGREEMENT

If for any reason the below listed items are not included with your agreement, we will be unable to process your request.

1. **Federal ID Number:** Enter the Organization's federal identification number in this field.
Example: 123456789
2. **Your organization's valid six digit Pennsylvania Vendor Number.**
3. **Name of Applicant:** Enter the Organization's legal name in this field.
Example: Business Corporation
4. **Registered or Principal Office Legal Address of Applicant:** Enter the Organization's full legal address primarily responsible for doing business in Pennsylvania in this field.
Example: 123 Main Street, Anytown, PA 17055
5. **Principal Office Phone Number and Email Address:** Enter the Organization's main office phone number and email address in this field.
6. **Enter the Department systems field:** Bureau of Rail Freight, dotGrants
7. **Print Business Name:** Enter the Organization's legal name in this field.
8. **Attest Signature:** Signature of the person witnessing the signatory signature
9. **Attest Date field:** Enter the date the agreement was signed by the attest.
10. **Attest Print Name:** Print the name of the attest.
11. **Attest Title field:** Enter the title of the attest authorized by law to attest.
12. **Signatory Signature field:** Signature of the person authorized to bind an agreement for this corporation and will be the Authorized Official within the dotGrants system.
13. **Signatory Date field:** Enter the date the agreement was signed by the Signatory.
14. **Signatory Print Name field:** Print the Name of the Signatory.
15. **Signatory Title field:** Enter the title of the Signatory.