



NEEA Systems Use Agreement – External Users

WHEREAS, the Northwest Energy Efficiency Alliance (“NEEA”) is an organization promoting energy efficiency through its design, implementation, administration, and evaluation of various energy programs on behalf of regional utilities and other stakeholder organizations; and

WHEREAS, NEEA provides certain of its funders, contractors, consultants and their subcontractors (referred to collectively as "External System Users") with access to various electronic systems and equipment (referred to collectively as “System Tools”) which include but are not limited to: tracking and contact management systems, email capability, non-public websites, website management tools, website usage tracking and monitoring tools, laptops, PDAs, projectors, and flash drives;

NOW, THEREFORE, in consideration of my engagement, whether direct or indirect, temporary or permanent, paid or unpaid, as an External System User I agree to the following:

1. Acceptable System Use. I understand that NEEA may provide me with access to various System Tools for the sole purpose of carrying out work that directly relates to my engagement with NEEA. I agree that I will not use these System Tools for any purpose that does not directly relate to my NEEA engagement. Prohibited uses of NEEA-provided System Tools include but are not limited to:

- a. Using tools for work or activities not directly related to services requested by NEEA.
- b. Entering data that is false or intentionally misleading into System Tools.
- c. Failing to enter data as prescribed in users’ guides, training, or other instruction by NEEA
- d. Tampering with, disabling, or circumventing security, monitoring, or anti-virus features.
- e. Hosting or storing of personal data or data files.
- f. Loaning or allowing the use of tools to another party.
- g. Viewing or sending of materials of a political nature.
- h. Viewing or sending of materials of a pornographic nature.
- i. Using tools to send emails not related to my NEEA engagement.
- j. Use in any illegal activity.

2. Use of System Data. I understand that I may be provided access to system data that may be of a confidential or sensitive nature. I understand and agree that this data can only be used for the approved purposes that directly relate to my or my employer’s engagement with NEEA. I agree not to use System Tools for researching clients, researching potential clients, marketing, mailing, data-mining, or as input into analyses or reports, where such activity does not directly relate to my engagement with NEEA, without NEEA’s prior written consent. I understand that I may be required to agree to a separate nondisclosure agreement that may put additional restrictions on how I can use System Tool data.

3. Passwords and Sharing Access. I agree not to share my personal password to any System Tool with any other person. I also agree not to login and then allow another person to use my assigned account without prior NEEA approval. I understand that in some cases I may be provided with a group account or password. In these cases, I agree not to share these group accounts or passwords with anyone else without NEEA’s approval. I further agree to take reasonable care to keep all passwords secret. I understand that by violating password or account usage stipulations my account may be immediately disabled or revoked.

4. Notification of Improper Use. I agree to immediately disclose to NEEA any improper use of NEEA’s System Tools, or violation of this agreement, either by myself or by others.

5. System Use Monitoring. I understand that NEEA reserves the right to monitor my use of System Tools. I understand that NEEA is not required to provide advance notice of any monitoring and may start, stop, or modify its monitoring at any time.

6. Term. I understand that my obligations under this agreement shall remain in force for as long as I physically possess, or have account access, to System Tools. I agree to immediately return all physical equipment and cease all system access upon termination of my or my employer's engagement with NEEA or upon request by NEEA. I understand that NEEA may remove my system access or may request the return of physical equipment at any time.

7. Failure to Abide by Agreement. I understand that failure to abide by this agreement may result in NEEA disabling my system access, requesting the return of all NEEA equipment, and/or termination of my engagement. These actions are solely at NEEA's discretion.

The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other parties will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

8. Agreement Updates. I understand that NEEA reserves the right to modify this agreement from time to time as needed. I understand that any material changes to this agreement will require me to resign and that a refusal to resign may constitute grounds for NEEA to discontinue my engagement.

This Agreement and its validity, construction and effect shall be governed by the laws of the State of Oregon.

IN WITNESS THEREOF the parties below have signed this Agreement as of the date below.

DATED: _____

Signature of External System User

Signature of NEEA Representative

Printed Name of External System User

Printed Name of NEEA Representative

Direct Employer of External System User

Title of NEEA Representative