



STATE OF WASHINGTON

## DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION

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### USER AGREEMENT for SECTION 106 COMPLIANCE MANAGERS

#### I. Purpose

The purpose of this document is to set forth the agreement between the Department of Archaeology and Historic Preservation (DAHP) and the User relating to the use of restricted archaeological and historic data on DAHP's web based portal.

#### II. Policy

DAHP maintains records identifying the location and nature of archaeological and historic sites within the state of Washington. DAHP agrees to share this information through the web based portal with qualified Users.

**A.** Users with access to restricted information on the DAHP web portal must be employed by a federal agency which conducts Section 106 of the National Historic Preservation Act Reviews or a Washington state agency delegated Section 106 review responsibility. The User must demonstrate why access is necessary. DAHP reserves the right to deny access if the reason is found in DAHP's sole discretion to be insufficient. DAHP may also require the User's employment history for verification purposes.

**B.** Users must also have the agreement co-signed by the User's senior manager. The senior manager agrees to ensure appropriate usage, and will notify DAHP in writing if the User is terminated, resigns or otherwise leaves his/her position. DAHP will terminate user access upon receipt of such letter.

**C.** The User agrees to use this information only for the purposes of fulfilling his/her duty as an employee of the state or federal agency.

#### III. Security for Archaeological Site Inventory Data

To protect sites from looting and vandalism, archaeological sites are exempt from public disclosure consistent with Washington State Statute RCW 42.56.300 and federal statute 16 U.S.C. 470w-3(a).

**A.** To gain access to exempt information, the User must create a user name and password using Secure Access Washington (SAW) before submitting this agreement to DAHP. The user can sign up at <http://secureaccess.wa.gov/>.

**B.** The User will keep his or her password confidential and shall not share, transfer or make it available to any other person or entity. The User will also safeguard all material printed or

downloaded in electronic format from the web portal that contains archaeological site location information.

**C.** DAHP monitors usage through various tracking procedures. Tracking involves identification of the User, duration of visit, and a record of information accessed. This information is used for system assessment and security purposes. User agrees to indemnify and hold harmless DAHP, the state of Washington and its employees and agents against claims arising out of User's violation of this agreement.

**IV. Data Availability**

**A.** The User acknowledges that the use of DAHP data is limited to environmental review, site protection, scientific research or educational development. Use of this data does not preclude the need for field surveys for cultural resources in areas where such surveys have not been conducted in the recent past, or where previous surveys have not met current professional standards.

**B.** Neither DAHP nor any of its officials or employees makes any warranty of any kind for the information, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose, nor shall the distribution of this information constitute any warranty. The information is collected from various sources and will change over time without notice. DAHP and its officials and employees assume no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any of the information provided nor do they represent that the use of any of the information will not infringe privately owned rights.

**V. Length of Agreement**

The term of this agreement shall commence on the date access has been established and terminate June 30<sup>th</sup>, 2014.

**A.** This agreement may be renewed at DAHP's sole discretion.

**B.** DAHP may terminate this agreement without notice if, in DAHP's sole discretion, the User has failed to comply with the terms and conditions of this agreement.

**C.** DAHP reserves the right to charge a fee for access to the web portal at any time. The User will be notified in advance of any such change.

PLEASE STATE REASON ACCESS IS NEEDED.

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I HEREBY AGREE TO ABIDE BY AND COMPLY WITH ALL TERMS AND CONDITONS SET FORTH HEREIN.

\_\_\_\_\_  
Signature of User

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of User

\_\_\_\_\_  
SAW User Name

I HEREBY AGREE THIS USER IS AN EMPLOYEE OF \_\_\_\_\_  
AND I WILL ABIDE BY AND COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH  
HEREIN.

\_\_\_\_\_  
Signature of Senior Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Senior Manager

<b>FOR DAHP USE ONLY</b>	
Approved by:	
_____	
DAHP Archaeologist	Date
Entered into DAHP Web Portal Database:	
Name _____	Date _____
Form Updated 10-28-2009	

