

West Virginia Division of Natural Resources

**Electronic Licensing and Game Checking
System (ELS)**

DNR212181

**Appendix C: Draft E-Government Program
Agreement (WV State Treasurer)**

The successful vendor is expected to utilize the West Virginia State Treasurer's E-Government Program for processing credit/debit card transactions and electronic fund transfers (EFT). Therefore, the vendor is also expected to strictly adhere to the provisions of the formal agreement between the Division of Natural Resources and the West Virginia State Treasurer's Office. A draft of such agreement is below.

Draft E-Government Agreement

The West Virginia State Treasurer's Office is authorized by **West Virginia Code §12-2-2, §12-3A-6** and by Legislative Rule 112 CSR §13, et seq., to offer electronic commerce payment processing services to political subdivisions of the State of West Virginia, including WV State Agencies, WV Higher Education schools, local governments, and municipalities.

The West Virginia State Treasurer's E-Government Program is an electronic commerce payment processing program for WV State Agencies or schools. The E-Government Program includes securing credit card payments and Automated Clearing House (ACH) debits over the Internet.

Agreement

The WV Division of Natural Resources (DNR) plans to develop an Internet website that will allow purchases of products and/or services from the DNR by credit/debit card or EFT/ACH. The DNR covenants to utilize the West Virginia State Treasurer's Office system for payment acceptance, to make any modifications to its website needed to accommodate the requirements of the West Virginia State Treasurer's Office system, and to pay the costs associated with utilizing the West Virginia State Treasurer's Office system. Further, the WV DNR assumes full and complete responsibility for the development and maintenance of its website. The West Virginia State Treasurer's Office shall provide payment acceptance services, including but not limited to settlement and deposits. The parties shall agree upon a Project Design and Implementation Plan prior to implementation of the Plan.

SYSTEM SECURITY

- A. **Software**: For all E-Government Program services offered, the West Virginia State Treasurer's Office shall provide a secure system for the collection of revenues through the use of a combination of system software, encryption technologies, and services that enable it to protect the security of communication and transactions on the Internet. Such security shall offer controlled access and the exchange of confidential data in a protected environment.
- B. **Website**: In order to participate in the ACH/EFT processing of the E-Government Program offered by the West Virginia State Treasurer's Office, the DNR or its System Vendor shall create and maintain its own website in accordance with latest technology standards, as approved by the West Virginia State Treasurer's Office.

- C. Links: When making any payment to the DNR, users of the DNR's website may connect to the West Virginia State Treasurer's Office website through a provided link before entering credit card or bank account information.
- D. Liability: The DNR or its System Vendor shall be liable to its customers, users, and the West Virginia State Treasurer's Office for any damages caused by a breach in security measures by any Local Government agent or employee.
- E. Confidentiality: Except as otherwise needed to complete an E-Government transaction, both parties shall maintain as confidential all information and data regarding transactions placed or made using the system provided by the West Virginia State Treasurer's Office.
- F. Confidential Data: Credit card, bank account numbers, and other confidential data will NOT reside on the data systems of the DNR or its System Vendor. DNR or its System Vendor personnel will not collect or maintain credit card numbers or bank account numbers on their computers or in written form.
- G. Industry Standards: The West Virginia State Treasurer's Office E-Government Program maintains compliance with the Payment Card Industry (PCI) standards. This standard requires the West Virginia State Treasurer's Office and, if needed, the DNR and its System Vendor, to allow periodic scans to verify that these activities remain in compliance. DNR and its System Vendor agree to comply with any required scans, and to pay charges associated with those scans.

CONFIDENTIALITY

- A. DNR or its System Vendor Obligations: The DNR or its System Vendor agrees to maintain the integrity of the West Virginia State Treasurer's Office's security system and to adhere to the confidentiality standards imposed by the West Virginia State Treasurer's Office through this Agreement. The DNR or its System Vendor specifically agree not to disclose any confidential information obtained through the use of the E-Government program to third parties in a manner that violates this Agreement or any applicable state or federal law. The DNR or its System Vendor shall hold in strict confidence any information that is considered confidential or proprietary by the West Virginia State Treasurer's Office, and shall use all such information solely for the purposes authorized in this Agreement.
- B. Confidential Reports/Data: Reports or data containing confidential or proprietary information may not be revealed or sold to any other party. The DNR or its System Vendor shall not use any confidential or proprietary information as a basis upon which to develop or have another entity develop any product or service without the express written consent of the West Virginia State Treasurer's Office.

- C. Report of Unauthorized Use of Confidential Data: The DNR or its System Vendor shall report, in writing, any unauthorized use or disclosure of confidential or proprietary Information of the West Virginia State Treasurer's Office of which it becomes aware.
- D. Acts of Employees: This Agreement applies to the DNR or its System Vendor and all of its employees, agents, contractors, and other such personnel who may have access to the confidential or proprietary information of the West Virginia State Treasurer's Office. The DNR or its System Vendor agrees that it will limit the persons, employees, agents, or others to whom confidential or proprietary information belonging to the West Virginia State Treasurer's Office is disclosed to those reasonably required to accomplish the purposes stated in this Agreement.
- E. Irreparable Harm: The DNR or its System Vendor acknowledge that disclosure or unauthorized use of any confidential or proprietary information belonging to the West Virginia State Treasurer's Office will cause irreparable harm and loss to the West Virginia State Treasurer's Office and may violate various laws of the State of West Virginia and the United States.
- F. Indemnification: The DNR or its System Vendor agree to indemnify and hold harmless the West Virginia State Treasurer's Office for any damages claimed by any other party arising as a result of a breach of confidentiality or disclosure of confidential or proprietary information by the DNR or its System Vendor or any of its employees, agents, contractors, or other such personnel; and shall be liable to the West Virginia State Treasurer's Office for any damages incurred by the West Virginia State Treasurer's Office including but not limited to judgments, sanctions, penalties, or attorneys' fees or costs, arising out of such claims.
- G. Termination Provisions: Upon the termination of this Agreement with the West Virginia State Treasurer's Office, the DNR or its System Vendor agree, if feasible, to return or destroy all protected confidential or proprietary information it received from, created by or received on behalf of the West Virginia State Treasurer's Office that it maintains in any form, and further agrees that it will not retain any copies of confidential or proprietary information. In the event return or destruction is not feasible, the DNR or its System Vendor shall extend the protections of this Agreement to the confidential or proprietary information and limit further uses and disclosures to the purposes that make return or destruction of the confidential or proprietary information infeasible.
- H. Acts Considered Breach of Contract: The West Virginia State Treasurer's Office may at any time assess the system security of the DNR or its System Vendor or require an assessment of the same in order to determine how confidential information is managed and whether additional safeguards need to be imposed. If, at any time, the West Virginia State Treasurer's Office ascertains that there has been a breach of confidentiality or an unauthorized disclosure of confidential or proprietary information by the DNR or its System Vendor or any of its employees,

agents, contractors, or other such personnel, the West Virginia State Treasurer's Office may declare a breach of contract and immediately terminate this Agreement without incurring any penalty being considered in breach of or in default of this Agreement.