

# WebEOC® User Agreement

This User Agreement (“Agreement”) is between the State of Iowa, Iowa Homeland Security and Emergency Management Division (“HSEMD”) and \_\_\_\_\_, the authorized WebEOC® User (“User”).

## Recitals

1. WebEOC® is an internet based statewide information management tool comprised of a data entry module containing significant disaster events, response mission tasking and tracking, resource management, and other data. In addition to the data entry module, there is a reporting module for reporting, querying, and analysis.
2. During the use of WebEOC®, User may be exposed to information deemed confidential under Iowa Code chapter 22, including, but not limited to, peace officer investigative material, personal information, portions of the critical asset protection plan, security procedures, emergency preparedness information, intelligence assessments, and intelligence data. Additionally, User may be exposed to information, the release or dissemination of which is prohibited by federal or state constitutional or statutory law.
3. The form of this confidential and privileged information includes, but is not limited to: system data, files, records, contract data, analysis, memos, meeting content, and conversations.
4. HSEMD desires to grant User access to WebEOC® on the condition that User agrees to maintain such information in confidence and agrees not to disseminate such information. User desires to be an authorized user of WebEOC® subject to the following terms and conditions.

## Terms and Conditions

5. User hereby consents to the following terms and conditions of this Agreement in consideration of HSEMD granting User conditional and limited access to WebEOC®. User acknowledges that completion of the initial WebEOC® training course is a necessary prerequisite to accessing and using WebEOC®.
6. User agrees to only access or attempt to access system information for which User is granted conditional access authorization. User further agrees to only access system information in connection with incidents for which User possesses a professional responsibility.

7. User agrees not to disclose or extract confidential data or system information which could adversely affect the interest of the State of Iowa or HSEMD or the privacy to which individuals are entitled.

8. User agrees not to use, release, or disseminate any confidential data or system information in any form whatsoever to any person or entity other than to other authorized users without written authorization from HSEMD. Local responders must work through their Local Emergency Management Coordinator to request authorization to release information. NOTE: A User providing services under a contractual relationship or working for a non-governmental entity shall not share confidential information or system data with his or her company/organization or with any other non-governmental individual, corporation, business, or organization without HSEMD written approval.

9. User agrees to protect confidential data and system information in accordance with applicable laws and regulations governing the confidentiality of public records. If User becomes aware of any improper use, extract, release, or disclosure of confidential data or system information, User agrees to advise HSEMD and/or the User's Local Emergency Management Coordinator immediately.

10. If User possesses authorization access to WebEOC® in the course of his or her duties as a contractor or non-governmental personnel, User agrees to provide a copy of this Agreement to his or her employer.

11. User agrees and recognizes that any unauthorized use, release, or dissemination of confidential data or system information or other violation of any term of this Agreement may result in HSEMD's removal of User's authorized WebEOC® access, in addition to any other remedy available to HSEMD.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_