Alabama Department of Environmental Management

Electronic Signature Agreement (ESA) for e-DMR/e-SSO

AGREEMENT FOR SUBMITTING ELECTRONIC DOCUMENTS TO THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM) USING THE ALABAMA ELECTRONIC ENVIRONMENTAL (E2) REPORTING SYSTEM (the "Agreement"), by and between the ADEM, Montgomery, Alabama, a state governmental agency, and reporting party ("Certifier") who has signed and returned this Electronic Signature Agreement (ESA), is effective on the date on which ADEM issues the initial PERSONAL IDENTIFICATION NUMBER (PIN), in acceptance of Certifier's signed ESA.

1. **RECITALS.** The intent of this agreement is to create legally binding obligations upon the parties using the specified data transmission protocols and the E2 Reporting System, to ensure that the Certifier agrees to: (i) maintain the confidentiality and protect the electronic signature from unauthorized use or compromise, and follow any procedures specified by the ADEM for this purpose; (ii) be held as legally bound, obligated, or responsible by use of the assigned electronic signature as by hand-written signature.

2. **VALIDITY AND ENFORCEABILITY.** This Agreement has been executed by the parties to evidence their mutual intent to follow Department procedures to create binding regulatory reporting documents using electronic transmission and receipt of such records consistent with the provisions of Chapter 6 of the ADEM Administrative Code. Acceptance and execution of this agreement by the ADEM shall be evidenced by the issuance of a PIN to the Certifier. Consistent with ADEM Administrative Code electronic signatures under this agreement shall have the same force and effect as a written signature.

3. **RECEIPT.** Once submitted by a Certifier, a document shall be deemed received by ADEM when the submission ID is generated and the file processed by the E2 System Server. No Document shall satisfy any reporting requirement or be of any legal effect until the auto generated submission ID is provided. The Certifier is responsible for the content of each transmission, in accordance with the associated certification statement, and for reviewing the accuracy of the processed document information and as made available by the ADEM E2 Reporting System.

4. **SIGNATURE.** The Certifier shall adopt as its electronic signature any Personal Identification Number (PIN) assigned by ADEM following acceptance of this ESA. The Certifier agrees that any such Signature affixed to or associated with any transmitted Document shall be sufficient to verify such party originated and possessed the requisite authority both to originate the transaction and to verify the accuracy of the content, in the format of the specified E2 Reporting System transmission protocol or otherwise, at the time of transmittal. The Certifier also expressly agrees that each report it submits by using its PIN constitutes their agreement with the associated certification statement.

5. **DEFINITIONS.** Whenever used in this Agreement or any documents incorporated into this Agreement by reference, the following terms shall be defined as follows:

   (a). *Personal Identification Number (PIN).* Assigned by ADEM following acceptance of this ESA, each PIN will consist of a unique sequence of alpha-numeric characters and when combined with the knowledge based security question answer shall constitute the electronic signature.

   (b). *Compromise.* When the PIN is intentionally or unintentionally given, disclosed, delegated, or otherwise made available, including any theft or loss, to any other person or organization.

   (c). *Writing.* Any document properly transmitted pursuant to this Agreement shall be considered to be a "writing" or "in writing".

6. **TRANSMISSION PROTOCOLS.** All Reports transmitted between the parties shall adhere to the Protocol(s) established by the ADEM for files to be received by the ADEM E2 Reporting System and in affect at the time of a transaction. The Department may modify such Protocol(s), as may be necessary, to promote or continue usability of the E2 Reporting System. The Department shall make available any such Protocol(s), changes to Protocols, or related implementation guidelines for reporting using the ADEM E2 Reporting System.

7. **SECURITY.** The parties shall take reasonable actions to implement and maintain security procedures necessary to ensure the protection of transmissions against the risk of unauthorized access, alteration, loss or destruction including, but not limited to: protecting the secrecy of passwords and electronic signatures and transmitting only files in an acceptable protocol.

   (a). *Use of PIN.* Each Certifier shall be either the Responsible Official or a person identified as an authorized representative for signatory purposes by the Responsible Official for each facility, person, or other entity for which information is being reported. If a PIN has been compromised or where there is evidence of potential compromise, it will be automatically or manually suspended. In addition, ADEM will inactivate or revoke a PIN where the Certifier is no longer an authorized representative. Each Certifier expressly agrees that the Department may act immediately and unilaterally in any decision to suspend, inactivate, revoke, or otherwise disallow use of a PIN by any Certifier, where the Department believes that such action is necessary to ensure the authenticity, integrity, or general security of transmissions or records, or where there are any actual or apparent violations of this ESA.

(b). *Protection of PIN.* Each party must protect the security and confidentiality of any PIN from compromise and shall take all necessary steps to prevent its loss, disclosure, modification, or unauthorized use. The Certifier shall notify ADEM immediately, but, not later than one business day, if it has reason to believe the security of any PIN has been compromised and must request a change. If ADEM has reason to believe that PIN security has been compromised, the ADEM will consult with the Certifier, when practical, and initiate PIN changes where necessary. The Certifier is responsible for immediately notifying ADEM (in writing) of termination of employment, reassignment, or any other change or cessation of status as an authorized representative.

8. **SEVERABILITY.** Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

9. **INABILITY TO TRANSMIT OR FILE REPORTS ELECTRONICALLY.** No party shall be liable for any failure to perform its obligations in connection with any Electronic Transaction or any Electronic Document, where such failure results from any act or cause beyond such party's control which prevents such party from electronically transmitting or receiving any Documents, except that the Certifier is nonetheless required to submit records or information required by law via other means, as provided by applicable law and within the time period provided by such law.

10. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with Chapter 6, Alabama Statutes, other applicable provisions of Laws of Alabama, and the Federal laws of the United States.

The ADEM and the Certifier have caused this Agreement to be properly executed on their behalf, as of the date the Certifier is issued a PIN, in accordance with and following acceptance of this agreement by the ADEM.

Type or Print Legibly

Certifier:

I, the undersigned, have the authority to enter into this Agreement under the applicable standards for _____ (Permitte Name) and for (Permit Number(s) _____ .

_____	_____	_____
Name of Certifier *(Type or print legibly)*	**Certifier's Signature**	**Date Signed**

_____	_____
Certifier's Official Title *(Type or print legibly)*	**Certifier's Employer's Name** *(Type or print legibly)*

If the Certifier listed above does not meet the definition of Responsible Official as defined in the ADEM Administrative Code or has not been previously appointed as an Authorized Representative, a Responsible Official must appoint the Certifier as an Authorized Representative below:

I, _____ , authorize _____ to sign reports and other information (e.g. Discharge Monitoring Reports) as an Authorized Representative as defined in the ADEM Administrative Code on my my behalf for _____ (Permitte Name) .

_____	_____	_____
Responsible Official's Signature	**Responsible Official's Title** *(Type or print legibly)*	**Date Signed**