



Fairfax County DEPARTMENT OF INFORMATION TECHNOLOGY  
IT Services Provider CONSULTANT/CONTRACTOR AGREEMENT  
CONCERNING ACCESS TO AND USE OF INFORMATION SYSTEMS and COMMUNICATIONS TECHNOLOGY AT FAIRFAX COUNTY, VIRGINIA

I / this firm \_\_\_\_\_ working as a consultant/contractor/services provider for Fairfax County Government with access to county technology and communications systems, recognize my/our firm's legal and ethical obligation to conduct work on any Fairfax County information or communications system using computer hardware and devices, and/or software (programming languages, operating systems, databases, third party applications software (COTS) and Web based or 'cloud' applications), system utilities, security solutions, monitoring systems, and, data or voice communications software and electronics, Internet capabilities, etc. and county data/content herein referred to as 'technology', in a responsible manner and within the guidelines of the County's IT Security Policy and/or firm's contract. My/our purpose in using computer based technology is to perform work for Fairfax County which includes accessing Fairfax County systems through the Internet, and therefore we are subject to the standards, IT Security and Privacy policies, and ethics and behavior policies of Fairfax County Government. As a condition for and in consideration of being given access to computer systems, data, the network, internet, and, Fairfax County computer center(s), IT galleries, server rooms, network core facilities, third party hosting centers and 'clouds' where county services are provided or supported, I/we affirm that:

I/our firm possess the professional credentials that I or my firm has represented in being hired to perform my/our duty and assignments, and that I/our firm representatives have successfully passed a certifiable criminal background check.

I/our firm will not use Fairfax County technology systems or our firm's systems to access any information available or acquired from the technology systems for any reason except for purposes directly related to our (firm's) job assignments and responsibilities as defined by my/my firm's contract and assignment with the County. I/we will not use Fairfax County technology systems to disclose any information available or acquired from Fairfax County systems for any reason except for purposes directly related to my/my firm's contract and job assignments and responsibilities for such use as defined by DIT and contract(s). I/we understand that any work I/we perform for Fairfax County that develops systems, logic, or data is the property of Fairfax County, and I/we cannot take or send such products or data without express permission of appropriate Fairfax County authority. I/we will exercise due diligence in providing policy and oversight of our firm's contractors and sub-contractors. I/we understand that a user agency may ask me/ my firm to sign a separate agreement relating to the privacy and security of the information that a user agency administers, such as for HIPAA, PCI, PII, and/or other Data Privacy Cyber Security laws.

I/ our firm will use vendor provided software and/or utilities only in accordance with that vendor's license, and such provisions as may have been agreed to between such vendor and Fairfax County. I/we will not deliberately violate any copyright laws or agreements states or implied in my/our use of the software. I/we recognize that to do so makes me/my company liable for any applicable penalties and may lead to my/our firm's immediate dismissal from the County's engagement.

I/our firm further understands that the deliberate misuse of Fairfax County technology, data, and/or software which results in the change, damage or destruction of County systems, programs, and/or data is considered destruction of County property and may be considered a breach of contract and/or a criminal offense. I/we understand that our firm may be liable to include immediate release from the engagement for breach of the Fairfax County IT Security Policy, and possible prosecution for the actions of my/this firms actions in the destruction of County property, misuse or theft of classified (sensitive) data. I/we further understand and recognize that there are criminal penalties for deliberate misuse of government information.

**I/we have completely read and fully understand the terms of this agreement and accept these terms.**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Firm's Consultant/Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm Authorized Representative Signature

\_\_\_\_\_  
Date

**I acknowledge receipt of this agreement on behalf of Fairfax County, Virginia.**

\_\_\_\_\_  
Fairfax County IT Security Officer

\_\_\_\_\_  
Date