**Application:** This Exhibit is **for use in IGAs** where access to AASHTOWare Project Application (AWProject) is needed for the public agency’s employees or its consultants.

**Instructions:**

* “Agency” means the LPA or FHWA as defined in the IGA.
* Each Agency, LPA/FHWA consultant(s) and employees for the ODOT project described in the IGA will need to complete and sign an [EUAA](https://www.oregon.gov/odot/Business/AASHTOWare/AWP_EUAA.pdf).
* Delete yellow-highlighted text prior to executing IGA.

**Exhibit M2 - AASHTOWare Project Application IGA Provisions**

**(March 2021)**

1. **AASHTOWare Project Application Access and General Requirements**

Agency (and its consultants, if any) shall use AASHTOWARE Project Application (“AWProject”) for electronic submittal and receipt of data as necessary for the ODOT project defined in the agreement between Agency and ODOT (“ODOT Project”). As a precondition for access to AWProject, Agency employees, consultant employees, or other agents must have an ODOT-approved ProjectWise account. For a ProjectWise account, follow processes under “Request Access” at <https://www.oregon.gov/odot/Business/Pages/ProjectWise.aspx>.

Each individual that requires access to AWProject must:

* agree to the Terms and Conditions set forth in the [External User Access Agreement – AASHTOWare Project Application](https://www.oregon.gov/odot/Business/AASHTOWare/AWP_EUAA.pdf) (“EUAA”) and click the “SUBMIT” button to electronically submit a completed EUAA to ODOT (at AWPAdmin@odot.state.or.us) for review and approval, and
* Complete ODOT’s online training and certification requirements specified at <https://www.oregon.gov/odot/Business/Pages/AW-Estimation.aspx>.

If a consultant to Agency will require access to ODOT’s ProjectWise network pursuant to the ODOT Project defined in the agreement for the ODOT Project, Agency shall require each such consultant to complete and submit to ODOT (at AWPAdmin@odot.state.or.us) a signed AWProject Agreement form.

Individuals with approved accounts will be provided access only to appropriate data and user screens specific to the ODOT Project that they have been contracted to work on. Agency, its consultants and each individual seeking or having access to AWProject shall follow the procedures provided in the [External User Roles, Responsibilities and Security Requirements –AWProject Application](https://www.oregon.gov/odot/Business/AASHTOWare/AWP_EURR.pdf) (“EURR”) (as may be revised from time to time by ODOT).

Agency shall promptly send notice to ODOT at AWPAdmin@odot.state.or.us to remove AWProject access for Agency’s individuals that are no longer employed or that are reassigned or that otherwise no longer need access to AWProject for the ODOT Project. ODOT will send an attestation request to Agency every 30 days (or such other period ODOT deems appropriate) to validate the list of Agency’s individuals with access to AWProject. Agency shall respond in writing to ODOT within 3 business days of any such validation request.

1. **Correct Use of AWProject**

Any person approved for accessing and using AWProject on behalf of Agency acquires the status of an “Account Holder”. Agency shall ensure each Account Holder: a) complies with the Terms and Conditions of Use set forth or incorporated in the EUAA, and b) has appropriate training in the proper use of AWProject and follows the EURR. ODOT reserves the right to monitor Account Holder activity within AWProject and may suspend or terminate any Account Holder ODOT, in its sole discretion, determines to be in violation of the Terms and Conditions of Use.

1. **Responsibility for AWProject Functioning**

ODOT provides use of AWProject “as is”. ODOT does not warrant that the information or access thereto will be error free, uninterrupted or meet the Agency’s needs, nor does ODOT make any representation or warranty regarding the accuracy or completeness of the information. ODOT is not responsible for any damage that may occur due to error, omission, lack of timeliness or any other cause, of the information contained on AWProject or other sites accessible from it. ODOT does not assume any responsibility for information added to the site by Account Holders. ODOT disclaims any liability arising from interferences or interruptions, viruses, telephone faults, malicious damage by third parties, electronic system downtime, overloading of the Internet or any cause beyond the control of ODOT. ODOT reserves the right to temporarily suspend access to AWProject, without notice, because of maintenance, repair, or any other reason deemed necessary for the proper functioning of AWProject.

1. **Liability**

Agency shall include liability and indemnification provisions (as specified in the agreement for the ODOT Project) in contracts Agency enters with consultants to provide services pursuant to the agreement for the ODOT Project.

1. **Firewall, Virus and Malware**

Agency will at all times maintain an active and current firewall protection in place for Account Holders who are accessing and using AWProject. Agency will at all times maintain an active and current virus and malware protection on the individual machines and network being used by the Agency to access AWProject and shall ensure that such active and current virus and malware protection is maintained on machines and networks used for access to AWProject but not owned or controlled by Agency. Whether external users are accessing AWProject data through a company-owned or personally-owned machine, ODOT reserves the right to quarantine any infected files, documents or other items that are found to contain a virus, malware, adware or otherwise harmful component. Agency shall immediately notify ODOT in the event of a breach or security concern at their company. ODOT reserves the right to suspend user accounts, consultant accounts, or both, if they contain harmful software. ODOT also reserves the right to require Agency to clean devices of harmful software. In the event of chronic infections, ODOT reserves the right to deny future access to AWProject.