

SAN DIEGO WORKFORCE PARTNERSHIP, INC.
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OPERATIONS ISSUANCE

OPERATIONS ISSUANCE NO. 2007 - 11

DATE: November 7, 2006

TO: One-Stop Career Center Operators
Adult and Youth Program Service Providers

FROM: Mark Cafferty
Vice President and Chief Operating Officer

SUBJECT: THIRD PARTY CONNECTIVITY POLICY

This Operations Issuance updates the policy covering the process and associated costs for third party entities wishing to connect their electronic equipment to the San Diego Workforce Partnership's (Workforce Partnership) enterprise network at the One-Stop Career Center locations. The update adds the name of the current Vice President and Chief Operating Officer to the Customer Network Connectivity Form and to the Third Party Network Connectivity Policy.

Please review the information provided in this issuance to ensure that you are in compliance with the requirements. If you have any questions regarding this issuance, please contact the Workforce Partnership Help Desk at (619) 228-2989.

Attachments

- A. Third Party Network Connectivity Policy
- B. San Diego Workforce Partnership Non-Disclosure Agreement (NDA)

cc: Workforce Partnership Internal Distribution List
Simpson & Simpson, CPAs

THIRD PARTY NETWORK CONNECTIVITY POLICY

In response to the growing number of requests for Third Party (Customer) network infrastructure connectivity within the One-Stop Career Center locations, the San Diego Workforce Partnership, Inc. (Workforce Partnership) Information Technology Department (IT) has developed a policy defining the scope of Workforce Partnership services, support and costs associated with addressing any such requests. The One-Stop Operator management, for the facility where the Customer expects to be located, must sponsor the Customer requesting connectivity. Additionally, the Workforce Partnership Vice-President and Chief Operating Officer (COO) must approve the Customer request in order for the Workforce Partnership IT department to proceed with a service cost quotation and a Statement of Work (SOW).

TECHNICAL SERVICES PROVIDED

Technology Setup

On an individual request basis, the Workforce Partnership will work with the Customer to determine the scope of the network connectivity. In each case, the network connectivity may consist of, but not be limited to:

- Implementation of network segmentation
- Connectivity to the Workforce Partnership network infrastructure
- Setup of devices to be connected to the network
- Procurement and installation of network switches

Technology setup services will be billed to the Customer at a flat rate of \$100.00 per hour. All identified services will be detailed in a SOW, prepared by Workforce Partnership IT staff, outlining all time and cost estimates. If acceptable, the Customer will sign the SOW, authorizing Workforce Partnership IT staff to proceed with the setup services.

Technical Support

Access and support fees for each device connected to Workforce Partnership network infrastructure will be billed \$60.00 a month. As necessary, the Workforce Partnership will troubleshoot connectivity up to the point of the Customer equipment. Configuration of firewall services to enable connection to other networks beyond typical Internet traffic will be billed at the hourly rate. The Workforce Partnership will not support Customer hardware or software and therefore will enforce no minimum requirements for equipment, software or local Customer electronic security.

Customer Performance

The Customer will be conducting business within a physical One-Stop Career Center facility, and electronically participating on the Workforce Partnership network enterprise. As a result, the Customer is expected to adhere to all established Workforce Partnership policies and procedures that pertain to their level of electronic participation.

Therefore, the Customer will be expected to:

- a. Maintain a Workforce Partnership acceptable level of electronic security and virus protection for all networked devices used by the Customer;
- b. Never connect Customer devices to the Workforce Partnership enterprise network without written approval by the Workforce Partnership Vice-President and COO;
- c. Sign the Workforce Partnership Non-Disclosure Agreement (NDA);
- d. Sign and conform to the Workforce Partnership E-Media Policy.

Setup Network Segment – (may include, but is not limited to the following):

1. Assign Internet Protocol (IP) addressing schema
2. Implementation of network segmentation
3. Connectivity to the Workforce Partnership network infrastructure
4. Setup of devices to be connected to the network
5. Procurement and installation of network switches

Costs and Fees

All network engineering costs will be based on the detailed SOW¹ per Customer requirements and fees will be as follows:

Network Connectivity ²	- \$60.00per device ³ billed monthly
Network Engineering	- \$100.00/hr.

Customer:

The Customer is defined as any third party entity that is not using Workforce Partnership provided and supported devices, and has not been officially issued Workforce Partnership network access usercodes and passwords.

¹ Statement of Work will be developed before any work is to be initiated.

² Internet connectivity consists of up to 128k of bandwidth per Customer device.

³ A device is defined as any electronic equipment connected to San Diego Workforce Partnership network infrastructure. (i.e. computer, printer, network copier, etc.)

Customer Network Connectivity Request

Customer Name: _____

Address: _____

Phone: _____

Technical Information

Will a server be connected? _____ Quantity: _____

If yes, will DHCP or DNS be used? _____

How many PCs will be connected? _____

How many Network Printers will be connected? _____

List any other networked devices needing connections:

This document shall be signed/approved by the parties listed below and returned to the Workforce Partnership IT department before the SOW process can be initiated.

Approvals:

ONE-STOP CAREER CENTER SPONSOR

Print Name

Title

Organization Name

Signature

Date

SAN DIEGO WORKFORCE PARTNERSHIP, INC.

Mark Cafferty, Vice President & COO

Date

NONDISCLOSURE/CONFIDENTIALITY AGREEMENT

This NONDISCLOSURE/CONFIDENTIALITY AGREEMENT (the “Agreement”) is entered into by _____, (hereinafter “Disclosee”), and in consideration of San Diego Workforce Partnership, a California nonprofit public benefit corporation (hereinafter referred to as “Disclosor”).

WHEREAS, Disclosee seeks to have access to Disclosor’s network infrastructure; and

WHEREAS, by granting network infrastructure connectivity to Disclosee, Disclosor may disclose to Disclosee confidential, important, and/or proprietary trade secret information concerning Disclosor and their respective activities;

NOW THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by Disclosor to Disclosee of certain information.

1. Definitions. For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the businesses or prospective businesses of Disclosor or their subsidiaries or affiliates. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of Disclosor or their subsidiaries or affiliates whether or not such information is identified as Confidential Information by Disclosor. By example and without limitation, Confidential Information includes, but is not limited to, any and all information of the following or similar nature, whether or not reduced to writing:

Client lists, client, customer and supplier identities and characteristics, agreements, projects, initiatives, marketing knowledge and information, sales figures, pricing information, marketing plans and business plans, strategies, forecasts, financial information, budgets, research papers, projections, procedures, routines, quality control and manufacturing procedures, processes, methods, formulas, trade secrets, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, plans, sketches, specifications, drawings, models, and any other information or procedures that are treated as or designated secret or confidential by Disclosor or their customers or potential customers.

For purposes of this Agreement, the term “Disclosee” shall include Disclosee and any person or entity that comes into possession of Confidential Information by reason of, or as a direct or indirect consequence of, disclosure by the Disclosor to Disclosee.

2. Exclusions. Confidential Information does not include information that Disclosee can demonstrate: (a) was in Disclosee's possession prior to its being furnished to Disclosee under the terms of this Agreement, provided the source of that information was not known by Disclosee to be bound by a confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to Disclosor; (b) is now, or hereafter becomes, through no act or failure to act on the part of Disclosee, generally known to the public; (c) is rightfully obtained by Disclosee from a third party, without breach of any obligation to Disclosor; or (d) is independently developed by Disclosee without use of or reference to the Confidential Information.

3. Confidentiality. Disclosee shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in paragraph 4 of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. Disclosee hereby agrees to indemnify Disclosor against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by Disclosor as a result of a breach of this Agreement by Disclosee or its Representatives. Disclosee will not disclose the Confidential Information of Disclosor to any third parties, except to employees who are required to have the information in order to carry out the contemplated business. Disclosee has had or will have employees to whom Confidential Information of Disclosor is disclosed sign a Non-Disclosure Agreement in content substantially similar to this Agreement.

4. Required Disclosures. Disclosee may disclose Disclosor's Confidential Information if and to the extent that such disclosure is required by court order, provided that Disclosee provides Disclosor a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

5. Use. Disclosee and any permitted additional disclosee, shall use the Confidential Information solely for the completion of the employment duties, and shall not in any way use the Confidential Information to the detriment of Disclosor, nor for any commercial purpose. Nothing in this Agreement shall be construed as granting any rights to Disclosee or to any other person or entity, by license or otherwise, to any of Disclosor's Confidential Information.

6. Intentionally Omitted.

7. Confidentiality of Negotiations. Disclosee shall not make any statement, public announcement, release to any trade publication or the press, or inform any third party of the use of Confidential Information. Disclosee may make such a disclosure if Disclosee has received (1) the written opinion of outside counsel that such disclosure must be made in order to avoid a violation of law and a copy of such opinion has been provided in advance of such disclosure to Disclosor, or (2) the prior written approval of Disclosor.

8. Return of Documents. Upon the earliest of any of the circumstances set forth in the next sentence, Disclosee shall return to Disclosor all Confidential Information previously furnished to Disclosee and/or which has come into Disclosee's possession or control, including any and all records, notes, and other written, printed or other tangible materials in Disclosee's possession or control pertaining to the Confidential Information, and Disclosee shall keep no copies of such information. All such materials shall be immediately tendered to Disclosor upon the earliest of any of the following to occur: (1) upon the request of Disclosor at any time and for any reason, or (2) upon termination of Disclosee's affiliation or business relationship with Disclosor or any affiliate of Disclosor, whichever is later. The returning of materials shall not relieve Disclosee from compliance with all other terms and conditions of this Agreement.

9. No Additional Agreements. Nothing set forth herein shall be construed as creating an obligation of Disclosor to enter into any other agreement with Disclosee, nor prohibit Disclosor from providing the same or similar information to other parties and entering into agreements with other parties.

10. Irreparable Harm. Disclosee understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Disclosor irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Disclosor shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Disclosor shall deem appropriate. Such right of Disclosor is to be in addition to the remedies otherwise available to Disclosor at law or in equity. Disclosee expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by Disclosor.

11. Successors and Assigns. This Agreement and the parties obligations hereunder shall be binding on the representatives, assigns, and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of Disclosee hereunder are not assignable.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in San Diego County, California, in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise.

13. Entire Agreement. This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement does not,

however, limit any rights that Disclosor may have under trade secret, copyright, patent or other laws that may be available to Disclosor or to any of their subsidiaries or affiliates. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

Print Name: _____ (“Disclosee”)

Title: _____

Company Name: _____

Address: _____

Signature: _____

Date: _____