



ELECTRONIC SAMPLE ENTRY (eSE) SUBSCRIBER AGREEMENT

State Form 55656 (8-14)
Indiana Department of Environmental Management (IDEM)
Office of Water Quality – Drinking Water Branch – Compliance Section

IDEM – Drinking Water Branch
100 N. Senate Ave.
MC 66-34
Indianapolis, IN 46204-2251
Telephone: 317-234-7435
Fax: 317-234-7436
E-mail: dwbmgr@idem.in.gov

- INSTRUCTIONS:**
1. Complete electronic Sample Entry (eSE) Subscriber Agreement.
 2. Retain a copy of the eSE Subscriber Agreement form for your records.
 3. Submit the eSE Subscriber Agreement form to IDEM.

electronic Sample Entry (eSE) Subscriber Agreement Number: _____
IDEM USE ONLY

This page can be used for agreements issued by: Indiana Department of Environmental Management (IDEM)

Purpose:

The eSE Subscriber Agreement should be used by laboratories that process drinking water sampling results that would like to report the sampling results electronically using Indiana Department of Environmental Management's (IDEM) electronic Sample Entry (eSE) application; it may also be used to change/update status information from a previously submitted Agreement. Submission of drinking water sampling results electronically is an alternative to using paper forms to fulfill reporting requirements specified under Indiana Administrative Code 327 IAC 8-2-13.

A. Subscriber Information

The subscriber is the individual that intends to sign the drinking water sampling result submission file and signs this subscriber agreement.

Registrant E-mail Address (ID): _____

Registrant Name: _____

Registrant Telephone Number: _____

Registrant Organization: _____

Lab Certification Identification Number: _____

B. Subscriber Signature

The subscriber is the registrant that submits this agreement to request to electronically sign/submit drinking water sampling results on behalf of the organization. The subscriber is either the Certifier denoted in Section C or is an individual to whom the Certifier delegates signatory authority to submit/sign for drinking water sampling results on behalf of the organization.

I, _____, am authorized by the signatory authority named in Section C of this document, to enter into this agreement for _____.

By submitting this application to IDEM, I, _____, have read, understood, and accept the terms and conditions of this subscriber agreement (see section E). I certify under penalty of law that I have personally examined and am familiar with the information in this application and that to the best of my knowledge, the information is true, accurate, and complete.

Subscriber Signature

Date (month, day, year)

C. Signatory Authorization

The signatory authority is the individual identified with the authority to submit and electronically sign for sampling result files.

I, _____, have the authority to enter into this Agreement on behalf of _____ . I request IDEM grant the ability to submit drinking water sampling results from _____ to IDEM using eSE application.

Certifying Authority Signature

Date (month, day, year)

Certifying Authority Telephone Number

Certifying Authority E-mail Address

D. Inactivation/Removal

Registrant must indicate reason for inactivation in Section D of the form. This is to inform IDEM authority whether the registrant is switching back to paper reporting of sample results, is no longer an employee or in business, or has a temporary reason for inactivation.

Where to Submit Sample Entry (eSE) Subscriber Agreement:

Print and mail the completed subscriber agreement to below individual at below address. You should retain a hard copy.

Attn: **Drinking Water Branch Compliance Section Chief**
Indiana Dept of Environmental Management
100 North Senate Avenue (66-34)
Indianapolis, IN 46204

Questions?

For help or questions please contact IDEM at (317) 234-7435 or dwbmgr@idem.IN.gov. You will receive a confirmation e-mail from the eSE System Administrator when your application has been processed and approved. Thank you for helping us reduce paper use by choosing to electronically submit your drinking water sampling results.

Reasons to Fill Out electronic Sample Entry (eSE) Subscriber Agreement:

- To request use of electronic reporting for drinking water sampling results, the person authorized to sign and submit drinking water sampling result submission files must sign this document as the Signatory Authority in Section C of this document.
- If the Signatory Authority (named in Section C) plans to electronically submit/sign for drinking water sampling result submission files through eSE, this person will also sign as the Subscriber (named in section B).
- If the Signatory Authority plans to have someone else sign and submit the drinking water sampling result submission files, this person must be a duly authorized representative of the organization and the duly authorized representative must sign as the Subscriber (see section B).
- If the authority to electronically sign for a sample result is to be delegated to multiple Subscribers, each Subscriber needs to submit and sign a separate Subscriber Agreement.
- This Subscriber Agreement cannot be used to register multiple eSE registrants.

E. Terms and Conditions

1. **PURPOSE:** The intent of this agreement is to create legally binding obligations on the parties using eSE to report electronic drinking water sampling results to ensure the Certifier (in this document, Certifier refers to signers of this document – both Signatory Authority and Subscriber) agrees to: (1) Maintain the confidentiality and protect the electronic signature from unauthorized use or compromise and follow any procedures specified by the Regulatory Authority for this purpose; (2) Be held as legally bound, obligated, or responsible by use of the assigned electronic signature as by hand-written signature.
2. **VALIDATION:** This Agreement has been executed by the parties to evidence their mutual intent to follow procedures to use electronic transmission to report drinking water sampling results. Acceptance and execution of this agreement by IDEM shall be evidenced by the issuance of a personal and unique e-mail ID to the Certifier. Electronic signatures under this agreement shall have the same force and effect as a written signature. Pen and ink signatures will remain on file with IDEM.
3. **RECEIPT:** A submission file shall be deemed to have been received by IDEM when it is accessible by IDEM, can be fully processed and is syntactically correct to the specified electronic transfer protocol.
4. **VERIFICATION:** On receipt of this document, the eSE-Verify Administrator processes it to make it accessible to IDEM Authority and the Certifier. The Certifier is responsible for the content and accuracy of each Submission File.
5. **SIGNATURE:** The Certifier shall adopt as his/her electronic signature any unique Registrant e-mail ID assigned by IDEM following acceptance of this Agreement. The Certifier agrees that any such Signature affixed to or associated with any transmitted Submission File is sufficient to verify each party originated and possessed the requisite authority both to originate the submission and to verify accuracy of its content.
6. **SECURITY:** The parties shall take reasonable actions to implement and maintain security procedures 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.
7. **USE OF UNIQUE E-MAIL ID:** Each Certifier shall be either the Registrant or a person identified by the Registrant as a representative authorized for signatory purposes for each organization (such as laboratory) from which information is being reported. If a

registrant's unique e-mail ID credentials have been compromised or if there is evidence of potential compromise, this results in deactivation of the unique e-mail ID. IDEM also inactivates registrant's unique e-mail ID where the Certifier is no longer the authorized representative. Each Certifier expressly agrees the IDEM Authority may act immediately and unilaterally in a decision to deactivate use of a unique e-mail ID by a Certifier when it is necessary to ensure the authenticity and integrity of eSE file submissions or where there is actual or apparent violation of this agreement.

8. **INABILITY TO SUBMIT FILES ELECTRONICALLY:** No party shall be liable for failure to submit electronic files, where the failure results from any act or cause beyond the party's control; except the Certifier is required to continue to submit sampling results by other means. In the event that electronic submission of drinking water sampling result files is not possible, it is the responsibility of the Certifier to submit paper copies.
9. **TERMINATION AND RENEWAL:** The agreement may be terminated by either Party. On termination of this agreement, the ability to submit electronic sampling results using the IDEM eSE application is also terminated. This subscriber agreement becomes effective on notification of approval of IDEM to the Certifier. IDEM will normally provide notification of the effective date, but if no date is provided, the effective date is the date the Certifier receives notice of approval of the Agreement. This Subscriber Agreement will continue until modified by mutual consent unless terminated within sixty (60) days written notice by any party. Registrant must resubmit this form if he/she finds it necessary to change information supplied when completing eSE-Verify's online profile.
10. **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with Indiana Administrative Code 327 IAC 8-2-13, Indiana Code (IC) 13-30-10-1 and US CFR 3.

11. **AGREEMENT:**

I agree

- i. To protect my account and password from compromise, not allow anyone else to use my account, not to attempt to use or create automated log-in scripts for my electronic signature credentials, and not share my password with any other person;
- ii. To change my password if I believe it becomes known to any other person;
- iii. To promptly report to IDEM authority any evidence of the loss, theft, or other compromise of my account or password within one business day;
- iv. The certifying authority shall notify IDEM in writing if I terminate my employment or am reassigned so that I no longer may represent my organization as a Certifier – with notification to IDEM authority occurring as soon as this change occurs;
- v. To report any evidence of discrepancy between submission file and what eSE application receives;
- vi. That in no event will IDEM authority be liable to me or my employer for any special, consequential, indirect or similar damages, including any lost profits or lost data arising out of the use of or inability to use the software or of any data supplied even if IDEM or anyone else has been advised of the possibility of such damages, or for any claim by any other party.

I understand I will be held as legally bound, obligated, and responsible by the electronic signature created as a handwritten signature. I understand under Indiana Code 13-30-10-1 that criminal penalties apply to a person who knowingly or intentionally falsely certifies a record regardless of whether the person uses electronic submissions or paper documents to accomplish this action.

Checklist for use by IDEM only.

Check	Activity	Staff Name	Date
<input type="checkbox"/>	IESA Form Received by IDEM		
<input type="checkbox"/>	IDEM Approves IESA		
<input type="checkbox"/>	Notification to Certifying Authority and Registrant		
<input type="checkbox"/>	Terminated?		