



## Federal Government Relying Party Agreement v 1 0 0

### 1. PARTIES

The parties to this Agreement are the Administrator of General Services, acting by and through the E-Authentication Program Management Office (E-Auth PMO) and \_\_\_\_\_ (Relying Party or RP). The following contact persons are designated for purposes of notices and other communications under this Agreement.

#### **E-Auth PMO:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

#### **RP:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

### 2. DEFINITIONS

- a. Compatible: A Credential Service (CS) and RP are considered compatible if:
  - i. the CS has an identity assurance level as defined by Office of Management and Budget (OMB) M-04-04, "E-Authentication Guidance for Federal Agencies," equal to or higher than the RP;

- ii. the CS provides all attributes required by the RP in accordance with the requirements of the Technical Suite, which is cited in the E-Authentication Federation Governance document; and
  - iii. the CS and RP can communicate directly, or indirectly through an E-Auth PMO-provided service, in accordance with the requirements of the Technical Suite, which is cited in the E-Authentication Federation Governance document.
- b. Confidential business information: Trade secrets and commercial or financial information obtained from a person or entity that is proprietary.
- c. Trade secrets: A secret, commercially valuable plan, formula, process, or device that is used for the making, preparing, compounding, or processing of trade commodities that can be said to be the end product of either an innovation or substantial effort.
- d. Federation-certified credential: Digital information used in verifying a person's identity that is provided by a CS in a format or nature that can be used to identify that person to the computer system of the RP.
- e. Operational: RPs or Credential Service Providers (CSPs) that are authorized to use the E-Auth PMO-provided components (i.e., Portal, Scheme Translator) defined in the E-Authentication Federation Governance document.
- f. Render inaccessible: Prohibit the use of E-Auth PMO-provided components (i.e., Portal, Scheme Translator) defined in the E-Authentication Federation Governance document.

### **3. DUTIES**

#### **3.1 Relying Party**

- a. As matter of policy, the RP's responsibilities are:
  - i. Accept all compatible Federation-certified credentials unless (1) it is prohibited from doing so by statute or regulation, or (2) for good cause, as determined by the RP within its discretion; and
  - ii. Comply with the E-Authentication Federation Operational Standards document and the E-Authentication Federation Governance document, which are hereby incorporated into and made a part of this Agreement, for all RP applications that are Operational within the Federation.
- b. Further, the RP acknowledges its responsibility as a federal agency to:
  - i. Satisfy all applicable federal government requirements for information technology system security for all RP applications that are operational within the Federation;
  - ii. Comply with all applicable privacy statutes, regulations, and other requirements; and

- iii. Handle identified confidential business information in accordance with applicable law.

### **3.2 E-Authentication PMO**

As matter of policy, the E-Auth PMO's responsibilities are:

- a. Provide access to Federation infrastructure and services;
- b. Comply with all applicable privacy statutes, regulations, and other requirements;
- c. Handle identified confidential business information in accordance with applicable law; and
- d. Comply with the E-Authentication Federation Operational Standards document and the E-Authentication Federation Governance document, which are hereby incorporated into and made a part of this Agreement.

## **4. DISPUTE RESOLUTION**

The parties shall work together to resolve disputes in good faith and in a timely manner. The parties may utilize the dispute resolution process provided in the E-Authentication Federation Governance document, or such other processes as the parties agree to adopt. This provision is intended to be the only remedy for disputes arising from this Agreement.

## **5. MODIFICATION OF AGREEMENT**

The terms of this Agreement may be modified only by the written agreement of both parties.

The E-Authentication Federation Operational Standards document and the E-Authentication Federation Governance document may be amended from time to time by agreement of Federation Members in accordance with the procedures contained in the those documents. With limited exceptions specified in those documents, the RP will be deemed to have accepted such amendment if it does not object within sixty (60) days' notice of such amendment in accordance with the established Federation procedures.

## **6. TERMINATION OR SUSPENSION**

Either party may terminate this Agreement with ninety (90) days advance written notice to the other party. The E-Auth PMO may terminate or suspend the participation of RP in the Federation, or render inaccessible any Federation component only when necessary to prevent or cease harm to the Federation. Suspension from the Federation does not prohibit the RP from operating outside of the Federation or other entities from accessing RP web sites by means other than the Federation.

**7. SURVIVAL**

If a RP departs the Federation for whatever reason, the RP is responsible for abiding by the Federation standards that are identified as survivable in the E-Authentication Federation Operational Standards document and the E-Authentication Federation Governance document.

**8. THIRD PARTY RIGHTS**

This Agreement and its supporting documents are intended to improve the internal management of the Federal Government. They are not intended to confer any benefits or impose any obligations on the public. They do not create any right or benefit, substantive or procedural, enforceable at law by a party against the RP, the E-Auth PMO, their officers or employees, the Federal Government or the public. This Agreement and its supporting documents do not apply to any person outside the E-Auth PMO and the RP. They do not provide any right to judicial review. The sole and exclusive remedy for any failure on the part of a RP to carry out its responsibilities under these documents will be the withdrawal of its authority to participate in the Federation.

**9. SIGNATURES**

The undersigned represents that he or she has the requisite authority to execute this Agreement on behalf of his or her respective agency.

---

Relying Party

---

E-Auth PMO Representative