

Annex IX – Information Security Agreement

Request for Proposals n° PTD/10/037

CHECK WHICHEVER IS APPLICABLE (MUST BE COMPLETED):

FOR INTELLECTUAL/INDUSTRIAL PROPERTY OFFICE OF WIPO MEMBER STATE

Please indicate relevant Treaty under which access is authorized:

OTHER

PLEASE INDICATE OTHER AUTHORIZATION: (Insert name of company)

(ACCEPTABLE USE)

**FOR WIPO MEMBER STATE OFFICE OR AUTHORIZED THIRD PARTY USING
WIPO INFORMATION SYSTEMS**

BETWEEN WORLD INTELLECTUAL PROPERTY ORGANIZATION,

an international intergovernmental organization
having its headquarters at 34 Chemin de Colombettes
1211 Geneva 20, Switzerland (hereafter "WIPO")

and

XXXX

XXXX

XXXX

[complete official name and address of authorized Contractor, Assignees and Designated Users]
(hereafter "Contractor, Assignees and Designated Users")

1. Definitions

"Information Security" is the protection of data, applications, systems, and network resources from accidental or deliberate misuse through unauthorized disclosure, alteration, or destruction;

"Information Resources" are information resources for which the Contractor, Assignees and Designated Users have existing authorization to access, and include:

- (a) Printed or written communications and documentation, such as reports, letters, and memos;
- (b) Online screen transactions;
- (c) Software applications;
- (d) Data set files and databases residing on any media, such as tape, disk, diskettes, microfilm, and microfiche;
- (e) Processing systems including, but not limited to servers, PCs, workstations, laptops and printers;
- (f) Network resources.

2. Warranty of Prior Authorization

The Contractor, Assignees and Designated Users represent and warrant to WIPO that they are authorized to access the Information Resources either by virtue of their status as an intellectual industrial property office of a Member State of WIPO, or by separate authorization as identified above.

3. Acknowledgement

The Contractor, Assignees and Designated Users acknowledge that:

- (a) WIPO stores, processes, and disseminates large amounts of information;
- (b) Loss, damage, or disclosure of information, applications, systems, or network resources could result in a significant operational or financial loss to WIPO;
- (c) It is imperative for WIPO, and thus the Contractor, Assignees and Designated User, to ensure the integrity, accuracy, availability, and confidentiality of these resources through the use of effective security controls.

4. WIPO account name and password

When satisfied that the Contractor, Assignees and Designated Users have appropriate authorization to access the Information Resources, WIPO shall grant access authority to WIPO's Information Resources through a WIPO account name and password.

5. Obligations of Contractor, Assignees and Designated Users

The Contractor, Assignees and Designated Users shall:

- (a) safeguard the confidentiality, integrity and availability of Information Resources to which he or she or they have access;
- (b) take precautions to prevent the introduction into their PCs of software viruses, malicious or any other code that might compromise the information security or normal operations.
- (c) be responsible for the confidentiality of the password provided and shall not loan the user ID and password or share it with others, except as authorized in writing by WIPO;
- (d) be personally accountable for all actions that occur under the user ID provided to the Contractor, Assignees and Designated Users;
- (e) select an alphanumeric password that would not be easily "guessed", do not use repeating characters, do not use obvious words such as name of the individual, or individual's spouse, children, or pet, days of the week, names of the months, the Contractor, Assignees and Designated Users' login ID, birthday or phone number;
- (f) ensure that the password is a minimum of six characters in length and that it is changed every 90 days at least;
- (g) log out or lock the terminal when leaving it, even for a short period of time;
- (h) keep WIPO documents, diskettes, and copies of files containing sensitive data in a secure cabinet, desk, or room, and dispose of them properly when they are no longer needed;
- (i) immediately change the password in the event the Contractor, Assignees and Designated Users believes his or her or their user ID and password have been compromised in any way;
- (j) not be allowed to use the user ID provided by WIPO for private use or any other purposes other than those specifically allowed by WIPO;
- (k) not be allowed to test or attempt to compromise WIPO security controls without the specific advance approval in writing from WIPO.

6. Non-Disclosure Agreement

In the event the Information Resources are not accessible to the Contractor, Assignees and Designated Users by virtue of a relevant Treaty, or Decision of the Member States of WIPO, the Contractor, Assignees and Designated Users undertake to execute a Non-Disclosure Agreement for external users in a form approved by WIPO, as a pre-condition to being assigned a WIPO account name and password.

SECURITY POLICY ACKNOWLEDGEMENT

- 1. By signing this Agreement, the Contractor, Assignees and Designated Users acknowledge responsibility to guard against unauthorized use or disclosure of WIPO's information resources, and agrees to comply with all of the security rules listed in this information security agreement.**
- 2. WIPO reserves the right to monitor the processing of system activity, transactions, and files to prevent abuse, misuse, or for any other legitimate business reason.**
- 3. WIPO reserves the right to terminate the access to its Information Resources at any time on thirty days' notice, or immediately in the event of a breach of this Agreement.**

Signed at Geneva this ___ day of _____, 2010, by the proper officers of WIPO and the Contractor, Assignees and Designated Users, duly authorized in that regard.