

ETE User Agreement Between the Social Security Administration (SSA) And External-to-SSA Developers For External Testing Environment (ETE)

1. Purpose

The External Testing Environment (ETE) provides a dedicated test environment to be used by external-to-SSA developers (ETSSADs), as designated by their Requesting Party, to test their software applications independent of SSA's development activities. The ETE gives ETSSADs the flexibility to test on an "as needed" basis to make sure their software applications remain up-to-date and continue to provide accurate data on behalf of the public to SSA systems. The ETSSADs ability to work in the ETE depends on whether the SSA application that will be tested is a web service or a web application.

The purpose of this ETE User Agreement (User Agreement) is to establish the conditions, terms, and safeguards under which the Social Security Administration (SSA) will provide access to ETSSADs for testing within the ETE.

2. Definitions

Name	Description
SSA	Social Security Administration
External to SSA Developer (ETSSAD)	Employee designated by Requesting Party to submit verification requests.
Requesting Party	Company desiring to access and use the ETE as represented by an Officer or Employee of Company possessing authority to make legally binding commitments on behalf of the Company.
Application Sponsor	Owner of SSA application with authority to approve ETSSAD request for security credentials
ETE Administrator	SSA employee responsible for the management of the External Testing Environment
Security Credentials	Personal Identification Number (PIN) and Password to access the ETE.
Application	SSA application housed in the ETE

3. Technical Specifications and Systems Security & Related Business Process Requirements

The Requesting Party shall secure, at its own expense, the necessary hardware, software, etc. to establish connection to the ETE. The Requesting Party must have, and shall provide at its own expense, Internet access in order to access the ETE. The Requesting Party shall provide SSA with a valid e-mail address for its representative so that SSA may communicate with the Requesting Party via electronic mail.

The Requesting Party shall bear the cost of any site preparation, connection, and operating costs, as well as any other miscellaneous costs incurred by the Requesting Party to enable its use of the ETE.

SSA shall give access to ETE documentation to the Requesting Party, which SSA may amend from time to time at its discretion without amendment to this User Agreement. The requirements for submitting verification requests, checking status, and retrieving request results are set forth in the User's Guide.

General Participation Requirements

In order to meet general expectations for participation, the ETSSAD will:

- Execute test scenarios for a particular application over a stated period of time on a repetitive basis to ensure connectivity to SSA's ETE.
 - Interpret test results and accurately report issues encountered during application testing to SSA in enough detail that they can be reproduced.
 - Provide feedback to SSA regarding the application's reliability, stability, and user experience.
 - Provide feedback to SSA regarding application enhancements, documentation, and help systems.
 - Be able to react to any changes to SSA's application.
 - Have technical team members available to work with SSA's technical team to troubleshoot and resolve any connectivity or compatibility challenges experienced during the testing process.
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Environment and Platform

In order to meet the environment requirements the Requesting Party must:

- Have a development environment that supports industry standard technologies.
 - Have a test environment that can be set up to connect to SSA's ETE. If SSA deems it necessary, the Requesting Party's test environment should be configured to use digital certificates generated by SSA for testing purposes.
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Ability to meet SSA's Schedule

The ETSSAD must work within SSA's schedule constraints. The ETSSAD therefore must be able to:

- Perform testing during the agreed-upon time frame with help support available on weekdays between 9 A.M. and 5 P.M. Eastern Standard Time (EST),
 - Support a flexible test schedule, and
 - Participate in pre-scheduled technical status conference calls for the duration of testing.
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4. Responsibilities

Requesting Party's Responsibilities:

The Requesting Party may be asked to process SSA generated test data and submit verification requests from such data from time to time. The Requesting Party agrees that all verification requests will conform to the submission requirements outlined in the ETE documentation, which the Requesting Party will have access to upon successful registration for access to the ETE.

To register for access to the ETE, the Requesting Party agrees to provide in writing the timeframe for testing and the name, phone number, and email address of the ETSSAD(s). Further, the Requesting Party agrees to notify SSA if there is any change to employment status (including but not limited to, for example, long-term absence, termination of employment, change of duties relevant to ETE) for any ETSSAD authorized to use ETE. The Requesting Party will also notify SSA if it wants to revoke any ETSSAD's authorization to use SSA's ETE. SSA will complete the registration process by issuing an authentication mechanism (personal identification number (PIN) / unique access code) to the Requesting Party. The Requesting Party is required to provide this PIN or unique access code to the ETSSAD as authentication of the employee's relationship to the Requesting Party, as well as proof of being authorized by the Requesting Party to submit verification requests.

SSA may change its method of receiving verification requests and providing the request results to the Requesting Party at any time. The Requesting Party shall be responsible for any costs generated by SSA's decision to change its design of the ETE.

Requesting Party Acknowledgements:

- 1) The Requesting Party acknowledges that Section 1140 of the Social Security Act authorizes SSA to impose civil monetary penalties on any person who uses the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement, solicitation or other communication, "in a manner which such person knows or should know would convey, or in a manner which reasonably could be interpreted or construed as conveying, the false impression that such item is approved, endorsed, or authorized by the Social Security Administration" 42 U.S.C. § 1320b-10(a); and
- 2) The Requesting Party acknowledges that it is specifically prohibited from using the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement for products or services; and
- 3) The Requesting Party acknowledges that the information received from records maintained by SSA is protected by Federal statutes and regulations, including 5 U.S.C. § 552a(i)(3) of the Privacy Act. Under this section, any person who knowingly and willfully requests or obtains any information from SSA under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000.

Note: These acknowledgements shall extend to ETSSAD that are not the Requesting Party.

SSA's Responsibilities:

After receiving verification requests from the ETSSAD, SSA will prepare request results and return them to the ETSSAD.

SSA mission-related work will have priority over ETE verification requests on SSA's information systems and, therefore, SSA does not guarantee that ETE request results will be available to the Requesting Party within a specified timeframe. SSA's posting of ETE request results may be delayed while SSA performs mission-related work, or while SSA performs systems maintenance.

SSA agrees to provide limited security- and application-specific Help support to ETSSAD. The intent of this support is not to troubleshoot the Requesting Party's software application, but to verify that SSA's environment is operational. ETSSAD may be provided documentation by SSA to assist with the testing process after successful registration.

5. Duration of Agreement and Suspension of Services

Duration of Agreement

The period of performance of this agreement is _____, 20__ to _____, 20__.

This User Agreement is effective upon signature of the Requesting Party and issuance of security credentials by SSA.

The User Agreement terminates when any of the following situations occurs:

- The timeframe stated by the Requesting Party during the registration process has ended and SSA suspends the Requesting Party's security credentials.
- SSA cancels the SSA application or the entire ETE at any time. However, SSA will make a reasonable effort to provide the Requesting Party with 5 days' notice prior to such action.
- The Requesting Party notifies SSA of its decision to cancel its Agreement. In the event that the Requesting Party notifies SSA of its intent to cancel the Agreement, the Agreement shall terminate immediately or at the specified notice date.
- SSA and the Requesting Party mutually agree to cancel the Agreement.
- Any law requires SSA to cancel the Agreement. Such cancellation shall be effective as specified.

The ETSSAD does not demonstrate the technical and environmental expertise as stated in Section III of this document and SSA decides to terminate the agreement.

Note: The completion of application testing within the ETE has no bearing on access to SSA Production systems. ETSSAD's must apply for access to SSA Production systems.

Suspension of Access to the ETE

Notwithstanding any other provision of this Agreement, SSA may unilaterally suspend the Requesting Party's security credentials to the ETE, thereby suspending access to the ETE. Suspension will be effective immediately upon SSA notifying the Requesting Party and will remain in effect until further notice. During the suspension, SSA will continue to notify all ETSSADs who have used the ETE of updates relating to the application being tested.

The Requesting Party specifically waives any right to administrative or judicial review of SSA's decision to suspend access to the ETE or cancel this Agreement.

6. Amendments to Agreement

Unilateral Amendments

SSA reserves the right to make the following types of unilateral amendments to this Agreement at any time:

- Minor administrative changes (e.g., changes to SSA mailing addresses, email addresses, names of personnel, locations, etc.); and/or
- Process changes (e.g., how ETSSADs are to submit verification requests are and how SSA will provide request results to the Requesting Party)
- Any other change SSA deems advisable

SSA will notify the Requesting Party of any unilateral amendments. If the Requesting Party chooses to cancel this Agreement as a result of a unilateral amendment, notice to SSA is required.

7. Indemnification

Notwithstanding any other provision of this User Agreement, the Requesting Party agrees to indemnify and hold SSA harmless from all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements, promises, representations, restitutions, damages, costs, fees, judgments, and any other liabilities associated with, or resulting directly or indirectly from, any action, including but not limited to, actions involving the disclosure of information released by the Requesting Party. SSA shall not be responsible for any financial loss or other loss incurred by the Requesting Party, whether directly or indirectly, through the use of any data furnished pursuant to this User Agreement. SSA shall not be responsible for reimbursing the Requesting Party any costs incurred by the Requesting Party pursuant to this User Agreement.

8. Disclaimers

SSA is not liable for any damages or loss resulting from errors in information provided to the Requesting Party under this User Agreement. Furthermore, SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by the Requesting Party. All information furnished to the Requesting Party will be subject to the limitations and qualifications, if any, transmitted with such information.

The delivery by SSA of services described herein and the timeliness of the delivery are authorized only to the extent that they are consistent with proper performance of the official duties and obligations of SSA and the relative importance of this request to others. If for any reason SSA delays or fails to provide services, or discontinues the services or any part thereof, SSA is not liable for any damages or loss resulting from such delay or for any such failure or discontinuance.

9. Integration

This User Agreement constitutes the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties or promises made outside of this User Agreement. This User Agreement shall take precedence over any other documents that may be in conflict with it.

10. Resolution Mechanism

In the event of a disagreement between the parties to this User Agreement, the parties shall meet and confer to attempt to negotiate a resolution. If the parties cannot negotiate a resolution, the dispute shall be submitted in writing to the Deputy Commissioner of Systems, who will render a final determination binding on both parties.

11. Persons to Contact**SSA Contacts:** ETE Project TeamElectronic Mail: ETE.Support.Mailbox@ssa.gov**Requesting Party (ETSSAD) Contacts:****Name****Company Name****Address****Phone Number****Fax Number****Email****12. Authorizing Signatures and Dates**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies or companies to enter into the obligations set forth in this User Agreement.

Requesting Party

SSA Representative

Company

Company

Name

Name

Title

Title

Date

Date

For SSA Use Only

Application type:

Application name:

Agreement expiration: