

ELECTRONIC SIGNATURE AUTHORIZATION AGREEMENT

THIS AGREEMENT, is between the State of Nebraska, Department of Roads ("State"), and (ENTITY), ("Consultant"), whose business and mailing address is (ADDRESS), and referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, agreements prepared by State have previously been manually executed by wet-ink signature on an agreement printed on paper;

WHEREAS, State is beginning the transition to an electronic process for creating, signing and storing agreements;

WHEREAS, State, consistent with Nebraska's Uniform Electronic Transactions Act, Neb. Rev. Stat. § 86-632, has decided the electronic process whereby agreements may now be executed with Consultant by electronic mail (email), will use a proprietary web-based system called DocuSign®;

WHEREAS, Consultant intends to enter into agreements with State and wishes to sign future agreements using DocuSign® or any other comparable electronic signing vendor as State determines;

WHEREAS, State recommends that Consultant have a secure password protected email account for use during the electronic signing process;

WHEREAS, Consultant is expected to incur no costs for using DocuSign®, except for Consultant's costs related to maintaining an email account for use during the electronic signing process;

WHEREAS, Consultant intends to electronically sign agreements received from State and to be bound by Agreements signed electronically by the Parties;

WHEREAS, the Parties agree that efficiency is best served by the Parties signing agreements electronically; and

WHEREAS, this agreement specifies the terms and conditions of the electronic process.

NOW, THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. CONSENT TO ELECTRONIC TRANSACTION

The Parties agree to be bound by all future agreements signed electronically as defined by Neb. Rev. Stat. § 86-621, as if signed manually with a wet-ink signature on a paper agreement.

SECTION 2. DURATION OF THE AGREEMENT

- 2.1 This agreement becomes effective upon the signing of this agreement by State. State intends to sign this agreement after Consultant has signed.
- 2.2 The duration of this agreement shall be approximately ten (10) years, expiring on January 1, 2025, subject to the Parties' rights to terminate the agreement upon 45 days' notice or pursuant to Section 5.1 of this Agreement.

SECTION 3. STATE'S DUTIES

State shall:

- 3.1 Draft and submit agreements to Consultant outside the electronic signature process. Consultant shall promptly provide the associated documents such as the Scope of Services and Fee Proposal to State for inclusion in the agreement. State will then submit the agreement to Consultant for electronic signature by Consultant using DocuSign®.
- 3.2 Assign and provide Consultant's authorized employees a unique identifying number (UIN) to be used by Consultant as part of its Access Code for the purpose of accessing the electronic agreement upon its receipt by Consultant. State may change the UIN when and if State deems necessary.
- 3.3 Pay DocuSign® for costs attributable to the signing process. If State presents a previously approved agreement to Consultant through DocuSign®, and Consultant declines to sign the agreement, and State incurs additional cost from DocuSign®, State reserves the right to charge Consultant for costs incurred as a result, and Consultant agrees to pay such costs.

SECTION 4. CONSULTANT'S DUTIES

Consultant shall:

- 4.1 Sign agreements using DocuSign® or any other comparable signing process as State determines.
- 4.2 Use an active and secure email account, make all reasonable efforts to safeguard email account passwords, and provide State with the email account address for transmission of the Agreement to the Consultant.
- 4.3 Pay all Consultants' costs associated with maintaining and keeping secure an email account.
- 4.4 Designate and notify State of Consultant's employees who have been given proper authorization to sign agreements with State using DocuSign®.

- 4.5 Provide State the full name and email address of anyone authorized to sign the Agreement and any other person to whom the final signed agreement should be sent.
- 4.6 Provide State the full name and title as Consultant wishes it to appear on the electronic agreement signature block for each employee authorized to sign agreements for the firm.
- 4.7 Notify State when an employee with authorization to sign for the firm has separated from employment with the firm, or is no longer authorized to sign agreements on behalf of Consultant.
- 4.8 Use, when requested by State, DocuSign®'s Phone Check feature requiring identity verification by telephone in order to electronically sign the respective agreement.
- 4.9 Accept full responsibility for maintaining the security and privacy of the UIN assigned by the State.
- 4.10 Accept full responsibility for all damages resulting from Consultant's intentional or negligent loss or disclosure of its assigned UIN and for all use of (fraudulent or otherwise) its assigned UIN, and for damages resulting from omissions or from items erroneously transmitted under its assigned UIN.
- 4.11 Accept full responsibility for all damages resulting from defect or breach of Consultant's email account, including: delay, account inaccessibility, or email account suspension, termination or compromise.
- 4.12 Hold State harmless for any damages to the Consultant's email account, databases or software owned, leased or licensed by the Consultant that may result from error or negligence on the part of DocuSign®.
- 4.13 Delete, destroy, or discard any prior draft versions upon final electronic signing of the document using DocuSign®.
- 4.14 Notify State of any delay or defect in the receipt of the electronic agreement, including issues or problems surrounding the agreement Access Code assigned by NDOR, difficulty signing the agreement, or defect or delay in the transmission of the Agreement by Consultant to State, and hold State harmless for any damages resulting from all such defects, problems, or delays.
- 4.14 Consultant understands that State retains the right to void the electronic envelope signed by the Consultant before State executes the agreement when State determines that State's interests are best served by doing so.

SECTION 5. TERMINATION AND WITHDRAWAL OF CONSENT

- 5.1 This agreement shall continue until terminated in writing by either Party, at any time, without cause 45 days after receipt of written notice thereof.
- 5.2 State acknowledges Consultant's right in accordance with Neb. Rev. Stat. § 86-632 to refuse at any time to sign an agreement by electronic means, and such right is not waived by this agreement. If Consultant chooses to exercise its right to refuse to sign an agreement by electronic means, Consultant shall then be responsible at Consultant's expense during the 45 days' notice period for printing, properly executing, and returning the signed agreement by 1st Class mail to the following address (or to the appropriate Local Public Agency):
- Nebraska Department of Roads
Planning and Project Development Division
Agreements Engineer
P.O. Box 94759
1500 Highway 2
Lincoln, NE 68509-4759
- 5.3 State may immediately suspend use of DocuSign® if State determines that suspension is in the best interest of the State. State shall provide notice of such suspension as soon as reasonably practicable.

SECTION 6. GOVERNING LAW

- 6.1 This agreement shall be deemed to have been signed in the State of Nebraska, and shall be governed by the laws of the State of Nebraska. The electronic copy obtained by Consultant from DocuSign® shall be deemed a duplicate original; in the event that an error or difference is discovered on the document, State's electronic or paper agreement shall be deemed the official version of the agreement.
- 6.2 This agreement embodies the entire understanding between State and Consultant and there are no contracts, agreements, or understanding with reference to the matter contained herein which are not merged herein.

EXECUTED by the Consultant this ____ day of _____, 20__.

(Entity)
(Name)

(Position)

STATE OF (State))
)ss.
(County) COUNTY)

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

EXECUTED by the State this ____ day of _____, 20__.

NEBRASKA DEPARTMENT OF ROADS
(Name)

(Position)

AGRS8-GF