

DIS VIDEOCONFERENCING SERVICE POWERED BY WEBEX

Supplemental Terms of Use and Agreement **For Optional Recording Function**

This Agreement is made and entered into by and between the State Agency requesting access to the optional recording function, hereinafter referred to as (Agency), and the Department of Information Services (“DIS”). WebEx web collaboration is a useful technology that enables effective interaction and communication between dispersed participants. Care should be taken in the Agency’s choice to utilize the technology. DIS recommends that agencies using web collaboration software consult the assigned Assistant Attorney General (“AAG”) for legal advice such as requirements for specific recording choices or development of internal policies and procedures on selecting and managing content recording.

DIS and Agency hereby agree as follows:

The following terms are additional terms to the DIS VIDEOCONFERENCING SERVICE POWERED BY WEBEX - Terms of Use for Agencies who choose to enable the optional recording function. The following terms establish the Agency’s responsibilities associated with its choice to record videoconference content.

Agency will comply fully with all applicable laws, policies, ordinances, rules, and regulations with respect to its choice to deploy and use the optional recording function, including laws governing privacy, publicity, and intellectual property. Agency acknowledges that privacy laws applicable to WebEx videoconferencing may include but are not limited to RCW 9.70.030, which criminalizes recording of private conversations without consent and also creates a private cause of action for violation of its provisions.

Agency is responsible for notifying all users participating in the session that it is being recorded.

Agency will consider the content of its videoconferences and determine whether use of the optional recording function is proper for that content. *By way of example only, Agency may risk unauthorized exposure of information and material listed or sent, on or through the WebEx system, to other users, the general public or other entities for which the information and material was not intended by Agency.* Agency acknowledges that WebEx is not appropriate for content sensitive conferences because of the risk of unintended dissemination of recorded materials.

Agency is responsible for complying with applicable records retention requirements. Recorded video conferences are subject to the Agency’s records retention policy and must be saved as required, based on the content of the conversation. Recordings of video conferences involving Agency may constitute public records. All public records, including electronic records, are subject to state laws governing public disclosure, preservation, retention, destruction, and transfer to the Washington State Archives.

Agency acknowledges that DIS does not store or host the equipment required to record a videoconference. The customer agency will remove recorded material from the WebEx site and store it on its equipment within 2 weeks of recording.

Agency will manage all recordings consistent with any applicable security policies, principles and best practices.

Agency agrees to indemnify and hold DIS harmless from and against all costs, liability, claims, losses, damages, expenses, or judgments arising out of any act or omission of Agency, breach of any representation made herein, or other claim arising out of the breach of this Agreement.

Use of the Optional Recording Function is the Agency's consent to be bound by the terms and the person(s) agreeing to these terms warrant they have the authority to agreement to the Supplemental Terms of Use.