

**MICHIGAN INFRASTRUCTURE COUNCIL PROJECT PORTAL ACCESS AGREEMENT
(PPAA)**

- 1. Introduction.** This PPAA is to help effectuate the duties of the Michigan Infrastructure Council (MIC), [MCL 21.601](#), *et seq.*, (the MIC Act) and to provide Accessing Agencies and Authorized Users access to the MIC Dig Once Project Portal in order to view and/or contribute project-related data for planning and coordinating infrastructure projects. Capitalized terms in this PPAA have the meanings ascribed within this PPAA or as defined within the enabling legislation of the MIC.
- 2. Definitions:**
 - a. The “Portal” is the MIC Dig Once Project Portal or may also be referred to as the MIC Project Portal.
 - b. A “Receiving Agency” is a party that receives data from an Accessing Agency under this PPAA to display on the Portal.
 - c. An “Accessing Agency” is a party that employs and/or is otherwise affiliated with one or more Authorized Users and is granted access to the Portal by MIC through this PPAA to view project-related data or contribute data, received from Authorized Users, to be displayed on the Portal.
 - d. “Authorized Users” are individuals who are employed or otherwise affiliated with an Accessing Agency (agent, contractor, subcontractor) and have a valid and current Individual User Agreement (IUA) on file with the MIC to view data contributed on the Portal or contribute data on the Portal on behalf of an Accessing Agency.
 - e. “Data” shall mean any project-related information or any other information collected together for reference or analysis of infrastructure projects that is contributed by an Accessing Agency and/or Authorized User on this Portal.
- 3. Term.** This PPAA becomes effective as to a party once it has signed it and remains in effect unless and until a party terminates its participation under §17 below, in which case the PPAA remains in effect as to all other parties.
- 4. Purpose.**
 - a. Receiving Agency will provide the Portal for Authorized Users to view and/or contribute infrastructure project-related data for planning and collaboration purposes. The portal is not intended for and should not be used for confidential or proprietary information.

- b. Receiving Agency may use the Data for purposes within the scope of the enabling legislation of the MIC and for asset-related project-planning purposes.
 - c. In connection with an emergency, the Data may be shared with the Michigan State Police if knowledge of such information is necessary to protect the health or safety of a person. In making a determination under this section, a Receiving Agency may take into account the totality of the circumstances pertaining to a threat to infrastructure facilities/utilities and or to the health or safety of a person.
5. **Ownership; Limited License.** The Data provided by the Accessing Agency remains the sole and exclusive property of the Accessing Agency. Accessing Agency grants Receiving Agency a limited license to use the Data for the purposes permitted under §4 above.
6. **Sharing Details.** While an Accessing Agency and/or Individual User will be able to view all Data contributed to the Portal, the Receiving Agency will not share the Data with another individual and/or entity unless such individual or entity and the owner or holder of rights to such Data enters into a data sharing agreement with the MIC; or disclosure of the Data is otherwise required by law.
7. **Access to the MIC Portal.** All individuals requesting access to the MIC Portal to view and/or contribute data on behalf of an Accessing Agency, will be required to sign the IUA included as Attachment A to this PPAA.
8. **Notices & Consents.** Accessing Agency covenants that required notices, consents, and authorizations have been and will continue to be obtained from the individuals and entities the Data concerns as may be required by law, rule, or regulation and that they are authorized to disclose any information contributed on the Portal. Accessing Agency further warrants any Data it contributes on the Portal is not confidential and/or proprietary.
9. **Accessing Agency's Responsibilities.** Accessing Agency must view and/or contribute Data on the Portal consistent with applicable laws, regulations, rules, policies, procedures, contractual obligations, and this PPAA. Accessing Agency must use reasonable efforts to ensure the completeness, accuracy, and timeliness of the Data provided under this PPAA. Upon written request from the Receiving Agency, the Accessing Agency shall review the status of all Authorized Users associated with the Accessing Agency, and advise the Receiving Agency in writing, and no later than 14 days after receiving the request from the Receiving Agency, whether each Authorized User is still employed and/or affiliated with the Accessing Agency in such a capacity where there access to the Portal is still needed to carry out the functions of this PPAA.

10. Receiving Agency's Responsibilities. Unless the Data contributed by Accessing Agency is open or public data, Receiving Agency must treat the Data in accordance with [SOM Policy 1340.00, Information Technology Information Security](#). This policy adopts [National Institute of Standards and Technology \(NIST\) SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations, Rev. 4](#), and it provides that moderate controls are the minimum security controls for SOM information systems. The requirements under this section includes adherence to all applicable SOM Standards and Procedures under the umbrella of [SOM Policy 1340.00, Information Technology Information Security](#). If a party is not a State agency, MIC must provide such a party with copies of the relevant SOM standards and policies upon written request.

- a. Receiving Agency must establish and use appropriate administrative, technical, and physical safeguards to protect the Data from being accessed, used, disclosed, or stored in a manner other than as required or permitted by law, regulation, rule, policy, procedure, contractual obligation, and this PPAA.
- b. Except as otherwise provided in this PPAA or by other written agreement of the parties at issue, or as required by law, regulation, rule, policy, or procedure, Receiving Agency may not share the Data with others. Receiving Agency must limit access to the Data to Authorized Users needing it to support the purpose set forth in §4 above that have executed IUAs.
- c. Receiving Agency will request, access, use, and disclose only the minimum amount of Data necessary to fulfill the purpose of this PPAA. In response to a Freedom of Information Act (**FOIA**) request submitted to Receiving Agency for Data contributed under this PPAA, Receiving Agency must raise all permissible exemptions from public disclosure under [MCL 15.243\(1\)](#) that Receiving Agency, in its discretion, determines apply to the Data including that provided by MCL 21.605. If another law governs the nondisclosure of the Data, Receiving Agency must deny the request under MCL 15.243(1)(d), and cite the other applicable statute or regulation permitting or requiring nondisclosure. If Receiving Agency makes a preliminary determination that the law may require disclosure of the Data under FOIA or any other legal process such as a discovery request, subpoena, or warrant, Receiving Agency must notify Accessing Agency prior to fulfilling the FOIA request or otherwise disclosing the Data so that Accessing Agency may take such actions it deems necessary to protect it, unless such notification is expressly prohibited by law. Exceptions to this notice requirement include: open data; data that was already in Receiving Agency's possession without an obligation of confidentiality; data that was developed independently by Receiving Agency; data that was obtained from a source other than Disclosing Agency without an obligation of confidentiality; or data that was or is publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by Receiving Agency).

Data will remain viewable on the Portal, but will no longer be updated. In the event of any unauthorized use of the Portal, by an Accessing Agency or any of its Authorized Users, access to the Portal may be immediately suspended pending the termination of this PPAA pursuant to this provision. Unauthorized use includes, but is not limited to, any use of the Portal outside the scope of this PPA, any posting or transmitting of any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, or obscene material.

- 18. Survival.** Provisions of this PPAA that survive termination or expiration of the agreement, include the following: Ownership; Limited License, Notices & Consents, Accessing Agency's Responsibilities, Receiving Agency's Responsibilities, Costs & Damages, Security Incidents, Notice, and Compliance.
- 19. General Terms.** This PPAA is not intended to amend or replace other agreements, procedures, or protocols that cover the same Data, unless the parties expressly agree otherwise in writing. This PPAA is not intended to enlarge the liability of any party, including the State of Michigan, its departments and agencies, nor is it to be construed as creating a higher legal standard of care than is already imposed by law. This PPAA may be executed in counterparts, each of which is deemed to be an original, and all of which taken together constitutes one and the same instrument. This PPAA inures to the benefit of and is binding upon the parties, their respective successors-in-interest by way of reorganization, operation of law, or otherwise. A party may not assign this PPAA to any other party without the prior written approval of the other, however an Accessing Agency may add new Authorized Users by having such individuals execute an IUA and deliver it to the MIC. This PPAA does not confer any rights or remedies upon any person or entity other than the parties. Each person signing this PPAA represents that they are authorized to execute it on behalf of their agency.

For Michigan Infrastructure Council:

Name
Executive Director
Michigan Infrastructure Council

Date: _____

For Accessing Agency:

Name
Title/position
Entity

Date: _____

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