e-SPA User Signature Authorization Application

This application must be completed and processed by the Registration Administrator(s) before you can successfully transmit e-SPAs using the CKM software. Please mail the hard-copy original signed and Notarized document to the following address for processing:

Clarice Williams
CMS/CMSO/FSQG/DIATA
S3-13-15
7500 Security Blvd.
Baltimore, MD 21244
Fax: 410-786-0390

The Certificate registration process is as follows:
- **Application**: Applicants must agree to the terms of this Agreement to request a certificate, by obtaining, signing, and returning this application.
- **Certification**: each e-SPA certificate, including the initial certificate, requires a separate certification request.
- **Certificate distribution**: after successfully processing the application, the CMS-eSPA Registration Administrator (RA) will distribute the authenticated CKM CD software by U.S. Mail and distribute the token software to the subscriber by E-Mail.

Questions may be sent to ESPAtech@cms.hhs.gov

Authentication of identity
Evidence of Identity of the Applicant shall be required according to the following principles:
- The individual applicant must furnish this signed application form.
- A raised stamp of a Notary Public must accompany the signature on this form.

Rejection of Certificate Application
If an application is rejected the certificate applicant shall be promptly notified and informed of the reason for the rejection.

I hereby request the issuance of a CKM signature token for use only within the policies and requirements of the CMS-eSPA process, as outlined in the attached policies.

NAME (Print)_____

SIGNATURE _____ **DATE** _____

TITLE _____

PHONE _____ **E-MAIL**_____

ADDRESS _____

ADDRESS _____

As Witness my hand and Notarial Seal

_____
Notary Public

My Commission Expires _____

June 19, 2002

THIS CMS-eSPA USER SIGNATURE AUTHORIZATION APPLICATION ("APPLICATON") IS ENTERED INTO BETWEEN THE ENTITY NAMED IN THE ACCOMPANYING CMS-eSPA USER SIGNATURE AUTHORIZATION APPLICATION ("YOU" OR "SUBSCRIBER"), AND THE CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS).

Each CMS-eSPA (eSPA) subscriber, intending to be legally bound, agrees as follows:

1. Issuance; Upon Subscriber's submission of a completed Application and CMS-eSPA Registration Administrator (RA) acceptance of that Subscriber's Application, each Subscriber issued a Certificate will use the Certificate for the sole purpose of CMS-eSPA application transactions and for use as permitted under the terms of this Agreement.

2. Use, Purpose and Limitations. Subscriber shall use the CMS-eSPA Certificate for the sole purpose of CMS-eSPA application transactions and related correspondence.

3. Role and Obligations of Subscriber. Before accepting and using a CMS-eSPA Certificate, a Subscriber must: (i) submit an Application; and (ii) accept and agree to the terms of this Agreement; (iii) be responsible for the security protection of the electronic signature key (Private Key) underlying the CMS-eSPA Certificate; and (iv) if a Subscriber leaves his or her position, inform the CMS-eSPA RA, in writing, of their departure for revocation of the CMS-eSPA Certificate. The RA will be responsible for the generation of the electronic signature and verification keys (Key Pair) to which the CMS-eSPA Certificate relates.

Upon termination of this Agreement, Subscriber shall stop using CMS-eSPA Certificates issued under this Agreement. Upon expiration or revocation of a CMS-eSPA Certificate, Subscriber shall immediately stop using that CMS-eSPA Certificate.

Subscriber shall indemnify and hold harmless the CMS-eSPA RA from any and all damages and losses arising out of: (i) use of a CMS-eSPA Certificate in a manner not authorized; (ii) tampering with a CMS-eSPA Certificate; or (iii) any misrepresentations made during the use of a CMS-eSPA Certificate. In addition, Subscriber shall indemnify and hold harmless the CMS-eSPA RA from and against any and all damages (including legal fees) for lawsuits, claims or actions by third-parties relying on or otherwise using a CMS-eSPA Certificate relating to: (i) Subscriber's breach of its obligations under this Agreement; (ii) Subscriber's business and the use of or reliance upon a CMS-eSPA Certificate in connection with its business, it being acknowledged by Subscriber that by entering into and performing its obligations under this Agreement; (iii) Subscriber's failure to protect its electronic signature key (Private Key); or (iv) claims (including without limitation infringement claims) pertaining to content or other information or data supplied by Subscriber.

4. Revocation. The CMS-eSPA RA may revoke a CMS-eSPA Certificate upon the occurrence of any of the following events (of which it has knowledge): (i) any change in any information contained in a CMS-eSPA Certificate; (ii) Compromise or suspected compromise of electronic signature key (Private Key); or (iii) Subscriber's breach of any obligation under this Agreement.

The CMS-eSPA RA shall revoke the CMSO-eSPA Certificate upon: (i) Subscriber's request; (ii) receipt of notice from Subscriber of the occurrence of any revocation events; or (iii) termination of this Agreement by its terms.

5. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties to this agreement and any successors and permitted assigns, and does not confer any rights or remedies on any other person or entity, including without limitation any third-party relying upon or otherwise making use of a CMS-eSPA Certificate.

6. Term: Termination. This Agreement is effective upon the CMS-eSPA RA's acceptance of Subscriber's Application, and will terminate, except for those provisions which by their nature survive termination, upon the earliest of: (i) the latest expiration date of the CMS-eSPA Certificates issued to you under this Agreement; (ii) a breach of Subscriber's obligations under this Agreement; (iii) Subscriber's written request; or (iv) revocation of all CMS-eSPA Certificates issued to you under this Agreement.

7. User Ids; Passwords. If Subscriber receives a user id and/or password for purposes of accessing CMS-eSPA Certificate, Subscriber shall treat that user id and/or password as confidential information. Since access to the id/password is associated with the e-signature, the subscriber

must protect the id/password accordingly. Use of the id/password by anyone other than the subscriber is a violation of the software licensing agreement, and is grounds for revocation of the CMS-eSPA Certificate.

8. Assignment. Subscriber shall not assign its rights or delegate its obligations under this Agreement or assign or delegate the CMS-eSPA Certificate to any third party. Any attempted assignment or delegation will be void.

9. Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, that provision will be ineffective, but only to the extent that it is illegal, unenforceable or void, and will be amended to the extent necessary to make it legal and enforceable while preserving its intent. In addition, if the remainder of this Agreement will not be affected by that declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the maximum extent permitted by law. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

10. Entire Agreement; Amendment. This Agreement is the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or understandings between the parties regarding its subject matter. If there is any conflict between the provisions of this Agreement, the provisions of this Agreement will prevail. This Agreement may be amended or modified only by a written instrument executed by both parties.

11. Notices. All notices provided by Subscriber are considered given when in writing and delivered by U.S. Mail, or sent by facsimile with original copy delivered by U.S. Mail and receipt confirmed by telephone or other verifiable means, to the CMS-eSPA RA.

TERMS:
Registration Administrator – CMS/CMSO Central Office: Accept/Rejects agreements; Registers subscribers and; acquires Key Pairs and Certificates for distribution to subscribers.
Certificate – contains your electronic signature
Key Pairs – contains public and private keys
Private Keys – contains your electronic, legally binding, and signature authority. Used during encryption.
Public key - used during decryption showing/verifying electronic signature.