

(ISC)² CHAPTER AFFILIATION AGREEMENT UPDATED JANUARY 2017

(ISC)² _____ CHAPTER CHARTER

This Chapter Affiliation Agreement, as supplemented by the policies incorporated herein by reference as set forth in Section 5 below (the “Charter”) is made this _____ day of _____, 2017, by and between the International Information System Security Certification Consortium, Inc., a Massachusetts nonprofit corporation (“(ISC)²”), and the (ISC)² _____ Chapter (the “Chapter”), a _____ (*indicate location of registration – state or country*); _____ (*indicate type of entity – corporation, LLC, unorganized group, etc.*).

WHEREAS, the Chapter has properly petitioned (ISC)² to affiliate itself with (ISC)² and (ISC)² has approved such affiliation and wishes to grant to the Chapter this Charter pursuant to which (ISC)² and the Chapter shall become affiliated as set forth herein;

WHEREAS, the purpose of this Charter is to document the relationship between (ISC)² and the Chapter;

WHEREAS, (ISC)² and the Chapter wish to set forth their mutual understandings and agreements pertaining to the grant of the Charter and the mutual rights and responsibilities created thereby.

NOW, THEREFORE, in consideration of the foregoing and of other mutual promises and agreements hereinafter set forth, the receipt and sufficiency of such consideration being hereby acknowledged, (ISC)² and the Chapter agree as follows:

1. **Rights and Chapter Operations Area:** The Chapter shall have the right to utilize the name of (ISC)² in the name of the Chapter solely as set forth in this Charter, to acknowledge its affiliation with (ISC)² and to receive all other benefits bestowed by (ISC)² upon its affiliated Chapters subject to the terms and conditions hereof. The Chapter’s rights, including its right to solicit members, and its affiliation with (ISC)² are limited to the geographic area originally approved by (ISC)² but subject to modification at (ISC)²’s discretion upon reasonable notice to the Chapter.
2. **Relationship:** (ISC)² and the Chapter are not and shall not be considered joint venturers, partners, legal representatives, employees, independent contractors or agents of each other under any circumstance. At no time shall either party act or represent itself to be acting in any of these capacities. Neither (ISC)² nor the Chapter shall have the right or power to bind or obligate the other in any manner and shall not make, or represent that it has the power or authority to make any contract, agreement, representation, warranty or

obligation, express or implied, on behalf of the other. Neither party shall be liable for any act, error, omission, debt, or other liability or obligation of the other party.

3. **Limitation on Chapter Authority.** The Chapter shall not speak for (ISC)² or any other (ISC)² chapter unless authorized in the particular matter by (ISC)² or the other chapter board, respectively, by an advance writing. In addition to the limitations on their mutual relationship set forth in Section 2 hereof, the Chapter specifically understands and agrees that (ISC)² is not responsible for debts contracted by the Chapter or Chapter liabilities or obligations of any kind or nature. Further, the Chapter understands and agrees that (ISC)² is not and shall not be, or be held out to be by the Chapter, a guarantor of any activity of the Chapter, financial or otherwise, and the Chapter shall not so represent (ISC)² to any person.

4. **Non-Competition.** The Chapter acknowledges that (ISC)² has invested substantial time, money and resources in the development, management and implementation of its various certification and other educational programs in the area of information security conducted around the world (the “(ISC)² Business”) and has developed significant goodwill through its reputation as a provider of such programs. Further, the Chapter understands and agrees that engaging in any activity that competes with the (ISC)² Business will enable the Chapter to harm, or potentially harm, (ISC)² and the (ISC)² Business. In consideration thereof, the Chapter shall not, without the prior written consent of (ISC)², directly or indirectly, individually or in partnership or conjunction with another entity (a) offer, endorse, support or otherwise promote certifications that compete with the (ISC)² Business; or (b) commercially offer training or training materials that prepare individuals for any (ISC)²-related exam or otherwise commercially compete with (ISC)² education products and services. Furthermore, Chapter officers shall not be engaged in competitive certification or education activities, employed by competitors of (ISC)², or serve as officer of any other chapter organizations. It is understood and agreed that the Chapter may (a) commercially provide (ISC)² products and services as approved by (ISC)²; and (b) provide training and training materials for (ISC)²-related exams, education products and services on a non-commercial basis, free of any charge or remuneration. The provisions of this section shall survive the termination or expiration of the Charter.

5. **Governance:**
 - a. **Bylaws.** The Chapter shall abide by and promote the purposes and objectives of (ISC)² as set forth in the (ISC)² Articles of Organization and Bylaws in effect from time to time. The Chapter shall adopt its own Bylaws (or other governance document having the same purpose as Bylaws) for its operations that comply with the (ISC)² Chapter governance requirements set forth in Exhibit A hereto, which may be amended by (ISC)² from time to time without requiring a formal amendment of this Charter. No provision of the Chapter’s Bylaws shall contravene or be inconsistent with (ISC)² Bylaws or this Charter. Chapter Bylaws and any subsequent amendments must be submitted to (ISC)² after formally being adopted by the Chapter membership.

 - b. **Entity Formation Document.** If the Chapter is a legal entity, including an unincorporated association, it must be properly formed in accordance with applicable

law pertaining to such entities in its country or state of origin. (ISC)² shall not be, and Chapter shall not name (ISC)² as, a member, shareholder, partner, director or trustee of such entity under any circumstance. A copy of such formation document and all amendments thereto or restatements thereof shall be provided to (ISC)² in advance of Chapter approval, with sufficient time and solely for the purpose for (ISC)² to ensure compliance with this Charter.

- c. Compliance with (ISC)² Policies. A Chapter shall be considered in good standing provided it complies with all terms of this Charter and all guidelines and policies applicable to (ISC)² chapters in effect from time to time, including without limitation the following, each of which, as amended from time to time, is incorporated herein by reference and made a part hereof:

- (ISC)² Chartering Chapter Guidelines
- (ISC)² Governance Requirements/Model Bylaws (Exhibit A hereto)
- (ISC)² Official Chapter Handbook

The Chapter acknowledges that it has received copies of the above policies and guidelines in effect on the date hereof.

6. **Compliance with Law:** The Chapter shall comply with all laws, rules and regulations applicable to it, including without limitation those with regard to its formation, operation, maintenance of accounts, tax status, privacy, compliance reporting, good standing and solicitation of contributions. It is the sole responsibility of the Chapter to identify, understand and comply with such laws, rules and regulations. The Chapter expressly understands and agrees that (ISC)² has no responsibility or obligation, legal or otherwise, with regard to the Chapter's operations and the existence of, applicability to, or compliance by the Chapter with, any law, rule or regulation applicable to the Chapter.
7. **Membership:** The Chapter may admit as members any individual or organization having an interest in, or professional connection to, systems security issues and related certification programs as the Chapter sees fit to permit within its membership base; *provided, however,* that the Chapter shall not knowingly allow as members (a) any person convicted of criminal activity or conduct that is considered contrary to community standards of justice, honesty or good morals in the past four years, (b) any person convicted at any time of any crime of violence, fraud, embezzlement, murder, rape or any form of computer related crime, or (c) any person decertified by (ISC)² for ethics violation. The Chapter may solicit members only within the geographic area authorized pursuant to Section 1 of this Charter, but it may consider membership inquiries received from individuals located outside of such area. All Chapter members shall abide by the (ISC)² Code of Ethics in effect from time to time. Membership in the Chapter shall not require membership in (ISC)² and shall not confer membership in (ISC)² on any Chapter member. The Chapter shall make it clear in all of its membership solicitation and outreach, including a statement on its website if one is maintained, that membership in (ISC)² is separate from, and unrelated to, Chapter membership.

8. **Dues:** The Chapter may establish and impose *only* Chapter dues on its members and at its discretion. No dues shall be payable by the Chapter to (ISC)², and the Chapter shall not collect or solicit from, and shall not impose upon, any Chapter member the payment of (ISC)² dues. The Chapter shall not represent to any Chapter member or potential member that Chapter dues are payable or transferrable to (ISC)².

9. **Chapter Reporting Requirements:**

- a) Annual Reports. The Chapter is required to submit an Annual Report to the (ISC)² Board no later than the last day of January of each calendar year reporting on the previous calendar year's activities. Each Annual Report shall be signed by a Chapter Officer and include:
- A listing of current Chapter Officers and Committee Chairs, if any.
 - A listing of all senior management and a summary of any changes in such management if a staff is maintained by the Chapter.
 - A summary of the past year's activities, including minimum number of required meetings and dates of meetings, topics, and any special events such as seminars or education and training participation.
 - Affirmation that the Chapter is in compliance with all terms of this Charter.
- b) Periodic Reports. (ISC)² reserves the right to require additional reports upon reasonable notice to the Chapter in order to monitor the Chapter's compliance with this Charter.
- c) Governing Board Updates. Names and contact information of Officers and Directors of the Chapter and the dates on which the term of each begins and expires shall be reported in writing by the Chapter within thirty (30) days after election or appointment.
- d) Audit. (ISC)² reserves the right to audit Chapter Officers, Directors, and processes to ensure compliance with all (ISC)² requirements. Chapter must comply with any recommendations ordered from such Audit.

10. **Bank Account:** If necessary to conduct Chapter business, the Chapter may establish and maintain its own bank account, and shall obtain an Employer Identification Number (EIN) or regional equivalent.

11. **Use of (ISC)² Intellectual Property:**

- a) Non-Exclusive License: (ISC)² hereby grants to the Chapter a non-exclusive, revocable, non-transferable, limited license to use the (ISC)² logo, the names "(ISC)²" and "International Information Systems Security Certification Consortium," and any other presentation of the (ISC)² acronym (the "(ISC)² Marks") solely for the purpose of indicating affiliation of the Chapter to (ISC)² as set forth in this Charter. All use of the (ISC)² Marks shall be in compliance with the terms hereof and (ISC)² Regulations

Governing Use of Marks and any other (ISC)² rules on trademark usage and branding in effect from time to time.

- b) Format of Chapter Name: The distinction between the Chapter and (ISC)² shall be maintained under all circumstances. Any Chapter communication shall include the Chapter's name in association with any of the (ISC)² Marks so as not to confuse communications from (ISC)² with those of the Chapter. For example:

Jane Doe, President
(ISC)² _____ Chapter

12. **Indemnification.** The Chapter agrees to defend and indemnify and hold (ISC)² and its affiliates, employees, members of its governing board and agents harmless from and against any claims, losses, liabilities, damages, costs and expenses including reasonable attorneys' fees arising out of or relating to Chapter's breach or alleged breach of any provision of this Charter, or any other negligent or wrongful act or omission of the Chapter. The provisions of this section shall survive the termination or expiration of the Charter.

13. **Termination; Rescission of Charter:** Either party may terminate this Charter with sixty (60) days' prior written notice indicating an express intent to terminate by a stated date. In the event of any breach of this Charter by the Chapter, (ISC)² may rescind this Charter immediately by written notice to the Chapter. Upon termination for any reason, (a) the Chapter shall immediately cease utilizing the (ISC)² Marks, and the Chapter may no longer claim any affiliation with (ISC)²; and (b) to the extent permitted by applicable law, all then-remaining funds of the Chapter shall be transferred to (ISC)² to hold in escrow for the sole purpose of transferring such funds to a new chapter entity formed to cover the geographic area authorized under this Charter.

14. **Miscellaneous.**

- a) Waiver. Any waiver by either party of a breach of any provision of this Charter must be in writing and shall not operate as, nor be construed to be, a waiver of any subsequent breach. No delay or omission in the exercise or enforcement of any right or remedy provided in this Charter or by law by either party shall be construed as a waiver of such right or remedy.
- b) Severability. In the event that any provision or section of this Charter shall be held to be invalid by any court, such holding shall not affect in any respect whatsoever the validity of the remainder of the Charter.
- c) Assignment. This Charter may not be assigned except pursuant to a written agreement, to be signed by both parties.
- d) Governing Law. This Charter shall be governed by and interpreted in accordance with the laws of the state of Florida (excluding conflict of laws rules).

- e) Entire Agreement. This Charter contains and constitutes the entire understanding and agreement between the parties hereto with respect to the transactions which are the subject of this Charter and supersedes and cancels all previous negotiations, agreements, commitments, and writings relating to said transactions.
- f) Amendment. This Charter may be amended only by an agreement in writing, signed by each of the parties hereto, and after receipt of written approval from (ISC)².
- g) Notices. Any notice or other communication between the parties required under this Charter required to be in writing shall include electronic mail, facsimile or other mode of electronic transmission other than texting.
- h) Counterparts. This Charter may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Chapter Affiliation Agreement to be executed by its authorized representative as a sealed instrument as of the date first above written.

INTERNATIONAL INFORMATION SYSTEM
SECURITY CERTIFICATION CONSORTIUM, INC.
[(ISC)²]

(ISC)² _____ CHAPTER

Debra Taylor

Name (on behalf of (ISC)² Corporate)

Name (on behalf of the (ISC)² Chapter)

Chief Financial Officer

Title

Title

1/20/2017

Date

Date

DocuSigned by:

Debra Taylor

Signature

Signature

EXHIBIT A TO (ISC)² CHAPTER AFFILIATION AGREEMENT

(ISC)² Chapter Governance Requirements

(ISC)² is an international organization and, as such, has members located around the world. Taking into account local customs and legal requirements, each authorized Chapter of (ISC)² must have and maintain Bylaws or some other form of governance protocols and rules as are appropriate to entity form of the Chapter, in compliance with applicable law in the country or state where the Chapter is formed and operates.

Each Chapter must have Bylaws that comply with the terms set forth below unless otherwise required by applicable law, rule or regulation. Any material deviation from these requirements must be approved in advance by (ISC)².

Minimum Requirements of Bylaws:

Bylaws shall include provisions covering the following:

- The government and oversight authority of the Chapter shall be vested in a governing board of directors who are elected by the Chapter members (the “Governing Board”).
- The Governing Board shall manage the affairs of the Chapter in conformity with the provisions of this Charter, the bylaws of the Chapter, the policies of (ISC)², and applicable law.
- Members shall also elect all officers of the Chapter.
- Officers must be members of (ISC)² and shall include, at a minimum, a President, Treasurer, Secretary/Clerk and a Membership Chair. Additional officers may be elected.
- The process to elect and remove officers, directors and to terminate membership rights.
- Authority of, and the process to appoint members of, all committees.
- An annual meeting will be called to conduct organization business, including when necessary, election of directors and officers. The election of directors and officers is recommended to be held annually, but must be held at least every three years.
- Directors must meet regularly to ensure sufficient oversight of Chapter affairs.
- Quorum and voting requirements for director and member meetings.
- Requirements of membership, assessment of fees and dues.
- Method of amending bylaws.
- Such other matters as the Chapter may desire, provided such bylaws do not conflict with this Charter, the Articles of Organization or Bylaws of (ISC)², the policies of (ISC)², or any applicable law.

A model form of Bylaws is provided as a courtesy to Chapters to give some guidance in preparing their own Bylaws. Any such governing documentation must be in compliance with all laws applicable to the jurisdiction where the Chapter is established.

Any amendment, alteration, or repeal to the Chapter Bylaws or governance document should be noticed to (ISC)² within 30 calendar days of implementation. Provide notice of what was changed and a revised copy of the Bylaws.