ISACA/IT Governance Institute Participation Agreement—Development Groups

(Also available at *www.isaca.org/participate*. Print, then complete and mail/fax/scan and e-mail form.)

Steering Committee/Development Group: _____

Dates: _____

Philosophy ISACA/ITGI depends on voluntary service to help achieve its goals, and benefits greatly from the expertise of its volunteers who develop collaborative works that will be owned, maintained and distributed by ISACA/ITGI for the benefit of its constituents. It is this collaborative process that ISACA/ITGI believes produces the best end result for its constituents, as it reflects the outcome of some of the best thought leaders in the profession. For that we express our deepest appreciation to those participating in ISACA/ITGI initiatives and thank them for contributing to the betterment of the profession.

Confidentiality The undersigned, who currently provides or shall provide services to ISACA/ITGI as an officer, director, committee member, consultant or agent in which capacity the undersigned will prepare and contribute certain works for use by ISACA/ITGI (the "Services"), understands and agrees that, in connection with the Services, the undersigned may be exposed to confidential or proprietary information ("Confidential Information") which has been identified as such by ISACA/ITGI, is not generally known by the public or by parties which are competitive with or otherwise in an industry, trade, or business similar to ISACA/ITGI, or should reasonably be understood to be confidential in nature. To protect the Confidential Information until such time as it is made publicly available by ISACA/ITGI, the undersigned hereby promises not to make copies of, discuss, disclose or otherwise disseminate, or assist or permit others to copy, discuss, disclose or otherwise disseminate, any Confidential Information and not to use the Confidential Information for any purpose whatsoever except directly in connection with the undersigned's service to ISACA/ITGI. Confidential Information may be used and discussed in an ISACA/ITGI development workshop, committee or key board or in communications between members of an ISACA/ITGI development workshop, committee or key board, for the purposes of facilitating discussion and decisions relating to such Confidential Information. At the end of the Services or upon request by ISACA/ITGI at any time, the undersigned shall return to ISACA/ITGI or destroy all Confidential Information in physical form and permanently delete all Confidential Information in electronic form. Further, the undersigned understands and agrees that the above promise of confidentiality will be in effect during the tenure of the undersigned's service and at all times thereafter.

Intellectual Property The undersigned, hereby agrees that any and all works created by the undersigned for an ISACA/ITGI collaborative work in connection with the above referenced Steering Committee/Development Group as well as the collaborative work itself (the "Works") shall be deemed to be a work made for hire for ISACA/ITGI. To the extent that the Works are not deemed to be a work made for hire under US copyright laws, or are not similarly treated under the copyright laws of any other country, the undersigned hereby assigns to ISACA/ITGI all right, title and interest in the Works and will take all reasonable steps to perfect such right, title, and interest. The undersigned represents and warrants to ISACA/ITGI that he/she has obtained the necessary permissions or releases from any parties that may have rights in the Works such that the Works will be eligible for work for hire status or assignment as described above. Examples of parties that may have rights in the Works may include, but are not limited to, the undersigned's employer or a co-author of the Works.

Once the Works are released in final form, the undersigned can freely use the Works for internal, noncommercial purposes and for consulting/advisory engagements, and can download and use ISACA/ITGI works generally available. However, the undersigned acknowledges and agrees that should he/she wish to use the Works as part of a commercial software tool, commercial training program or a publication based on the Works, the undersigned must obtain a license from ISACA/ITGI, which generally will be liberally granted. ISACA/ITGI acknowledges that the foregoing covers only the Works. Nothing in these terms and conditions shall transfer any ownership rights in Works created by the undersigned or others prior to the point at which the undersigned contributes it to the ISACA/ITGI collaborative process. HOWEVER, THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO GRANT ISACA/ITGI A PERPETUAL UNRESTRICTED RIGHT TO USE AND MAKE DERIVATIVE WORKS FROM ANY PRE-EXISTING WORKS IN WHICH THE UNDERSIGNED HAS FULL OWNERSHIP RIGHTS THAT ARE INCORPORATED INTO THE COLLABORATIVE WORK. FURTHER, THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE/SHE UNDERSTANDS THAT PRE-EXISTING WORKS OWNED BY HIS/HER EMPLOYER OR WORKS THAT ARE NOT CREATED IN CONNECTION WITH THE SERVICES ARE NOT WITHIN THE SCOPE OF THE EMPLOYER INTELLECTUAL PROPERTY WAIVER AND CANNOT BE CONTRIBUTED TO AN ISACA/ITGI COLLABORATIVE WORK WITHOUT THE APPROPRIATE PERMISSION. ACCORDINGLY, THE UNDERSIGNED COVENANTS THAT IF HE/SHE CONTRIBUTES ANYTHING FROM A PRE-EXISTING WORK IN WHICH HE/SHE DOES NOT HAVE FULL OWNERSHIP RIGHTS, INCLUDING, BUT NOT LIMITED TO PRE-EXISTING WORKS OR OTHER WORKS OWNED BY HIS/HER EMPLOYER, THAT HE/SHE SHALL HAVE FIRST OBTAIN THE NECESSARY PERMISSIONS AND/OR LICENSES SO AS TO GRANT ISACA/ITGI THE UNRESTRICTED RIGHT TO USE AND MAKE DERIVATIVE WORKS FROM EACH OF THOSE PRE-EXISTING WORKS SO INCORPORATED IN THE COLLABORATIVE WORK.

Conflicts of Interest The undersigned agrees that it shall disclose to ISACA/ITGI any organization that will be affected by the undersigned's participation in the above referenced ISACA/ITGI Steering Committee/Development Group from which the undersigned receives a direct or indirect financial benefit or that might otherwise compromise the individual's objectivity in making decisions they may be called upon to make in the course of their volunteer activities, and that the undersigned shall specify what the his/her relationship is to that organization. Examples of such organizations include, but are not limited to, the undersigned's employer, any organization that the undersigned has an ownership interest in, and other boards, committees, or task forces that the undersigned is a member of.

Disclosure of any such relationship, or any other relationship that might present a possible conflict of interest, shall be made to the CEO of ISACA/ITGI and the chair of the relevant key board/committee before the undersigned participates in the relevant key board/committee. This information will be held in confidence so as not to potentially violate applicable data protection or privacy laws.

Disclosure of a possible conflict of interest does not necessarily disqualify the ISACA/ITGI individual from participation in a decision or action. Rather, it enables the volunteer, the CEO and committee chair jointly to determine the extent to which a conflict of interest may exist and to determine the appropriate response. In some instances, it will turn out that there is no conflict at all. In others, disclosure of the relationship to the board or relevant committee may suffice. In still others, the ISACA/ITGI individual may be asked not to vote on an issue or not to play any role whatsoever in the discussion, decision or action. The specific response will be determined by the CEO and key board/committee chair based on the nature of the relationship, its potential for affecting the ISACA/ITGI individual's fiduciary obligations to ISACA/ITGI, the significance of the ISACA/ITGI decision or action, and any other relevant factors.

The undersigned understands and agrees to the above requirements. Any questions about this policy, including whether disclosure should be made, should be directed to the CEO of ISACA/ITGI.

Voluntary The undersigned acknowledges and agrees that the decision to participate in ISACA/ITGI activities, including, but not limited to, attending meetings or traveling to any destination in support of those activities, is completely voluntary. The undersigned agrees to hold ISACA/ITGI and its officers, directors, members, employees and agents harmless from any complaint, claim or damage arising out of or in connection with participating in ISACA/ITGI activities.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND I AGREE TO BE LEGALLY BOUND BY THEM.

Please acknowledge one of the following statements regarding conflicts of interest. Any conflicts that may arise subsequently to the date of signature below should be reported to the CEO of ISACA/ITGI at the earliest possible convenience.

❏ I have disclosure(s) (Please attach list) ❏ I have no disclosures

Print Name _____

Signature _____

Date _____

AGREED TO: ISACA/ITGI

By _____

Name _____

Date _____

ISACA® Serving IT Governance Professionals

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Leading the IT Governance Community

ISACA/ITGI Participation Agreement—Board, Committee, Subcommittee & Task Force Development Groups Intellectual Property Rights Waiver

Volunteer Body/Bodies: _____

Start Date: _____ End Date: _____

Instructions:
Any individual that wishes to participate in an ISACA/ITGI Volunteer Body (a "Potential Participant") that is employed by a third party, operates a business that is established as a separate corporate entity (e.g. S Corp, C Corp, LLC, LLP, PLC, etc), or has a partnership, ownership, or membership interest in a corporate entity must have an authorized person complete Option 1. This provision is necessary as such a Potential Participant may be subject to an agreement that would assign the Potential Participant's rights in any content created by the Potential Participant, to the employer or corporate entity for tax, liability, or other reasons. An "authorized person" means any person that can legally bind the employer or corporate entity by signature, and may include the Potential Participant. Any Potential Participant that is not formally employed, does not operate a business that is established as a separate corporate entity, and does not have a partnership, ownership, or membership interest in a corporate entity such as a sole proprietor or other similar unincorporated business status, must complete Option 2. **POTENTIAL PARTICIPANTS WHO DO NOT GET THIS WAIVER FORM COMPLETED MAY NOT PARTICIPATE IN AN ISACA/ITGI STEERING COMMITTEE OR DEVELOPMENT GROUP.**

Option 1: Potential Participants employed by a third party, operating a business established as a separate corporate entity, or having a partnership, ownership, or membership interest in a corporate entity

I, _____, as an authorized representative of_____ ("Employer" or "Entity"), with its primary place of business located at _____, verify that _____(Potential Participant) is currently employed by Employer, or has a partnership, ownership, or membership interest in Entity and (choose *one* of the following):

☐ Potential Participant is subject to a work for hire provision in favor of Employer/Entity and Employer/Entity *agrees* to waive Employer's/Entity's work for hire and any other rights in any and all content created by Potential Participant specifically for an ISACA/ITGI collaborative work in connection with the above referenced ISACA/ITGI Volunteer Body as well as the collaborative work itself. However, Employer/Entity does not waive any rights in, nor does it grant to any party any express or implied right or license to, any content created by Employee/Entity prior to Potential Participant's participation in the above referenced Volunteer Body, subsequent to the conclusion of Potential Participant's participation in the above referenced ISACA/ITGI Volunteer Body, or unrelated to Potential Participant's participation in the above referenced ISACA/ITGI Volunteer Body.

☐ Potential Participant is subject to a work for hire provision in favor of Employer/Entity and Employer/Entity *does not agree* to waive Employer's/Entities work for hire rights in any content created by Potential Participant related to Potential Participant's participation in the above referenced ISACA/ITGI Volunteer Body. **IF EMPLOYER/ENTITY CHECKS THIS BOX, POTENTIAL PARTICIPANT WILL NOT BE ALLOWED TO PARTICIPATE IN THE STEERING COMMITTEE/DEVELOPMENT GROUP SPECIFIED ABOVE.**

☐ Potential Participant is not subject to a work for hire or other rights transfer provision in favor of Employer/Entity.

_____ _____
Authorized Representative Signature Authorized Representative Name

_____ _____
Authorized Representative Position Date

Option 2: Potential Participants Not Formally Employed, Operating a Business Without Separate Corporate Status, and without a partnership, ownership, or membership interest in a corporate entity *Only*

I, _____, verify that I am either unemployed, self-employed or operate a business as a sole proprietor or similar unincorporated business status AND that I have NO obligations to an employer or other corporate entity in relation to intellectual property ownership.

_____ _____
Participant Signature Participant Name

_____
Date

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LEADING THE IT GOVERNANCE COMMUNITY