

ISACA Participation Agreement

What Activities This Agreement Covers: All ISACA volunteer activities, including but not limited to committee, task force or ad hoc participation in ISACA activities and/or subject matter expert review of materials (collectively “Volunteer Activities”).

Confidentiality: You understand and agree that as a volunteer for ISACA, that you may be exposed to ISACA’s confidential or proprietary information (“Confidential Information”). This includes information which has been identified as confidential by ISACA, 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, or should reasonably be understood to be confidential in nature. You agree 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 your volunteer work with ISACA and you agree that this promise of confidentiality is valid during your Volunteer Activities and after they conclude.

Intellectual Property: You agree that any and all input, writing, or other materials created as part of your Volunteer Activities as well as the final collaborative product (the “Materials”) will be a work made for hire under U.S. Copyright law and also assign to ISACA all right, title and interest in the Materials. You represent that all Materials contributed by you are either original and created by you or that you have obtained the necessary permissions or approvals from whoever may own or have rights in the Materials, for example your employer or someone that helped you create the Materials. To the extent permissible under applicable law, you also waive in favor of ISACA, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that you may now or later have to the Materials under such applicable law, and if such rights cannot be waived, then you assign all such rights to ISACA. If ISACA needs assistance in registering or otherwise illustrating its right to the Materials set forth above, you agree to assist ISACA.

Use of Your Likeness: Except where prohibited by law, you agree (and agrees to confirm in writing, if requested) to permit ISACA and those acting under its authority to use your name, photograph, voice and/or likeness, for promotional or other purposes in connection with the Volunteer Activities in any and all media now known or hereinafter invented without territorial or time limitations. You acknowledge that ISACA is not required to use your name, photograph, voice and/or likeness, but if it does, that you do not have approval rights over such usage by ISACA and such usage will be without compensation to you.

Conflicts of Interest: You agree that you will notify ISACA of circumstances which could create a conflict of interest with your participation in a particular Volunteer Activity by sending an email to ethics@isaca.org. These circumstances include, but are not limited to, where your company is a vendor, or potential vendor, to ISACA or where you may be rendering services to ISACA through your employer or through a contract with ISACA. You acknowledge and agree that this obligation continues so long as you participate in any ISACA Volunteer Activities.

Limited Prohibition on Teaching Exam Preparation Classes: Where you volunteer for any ISACA group that creates or reviews ISACA certification exam questions or full or partial exams (“Exam Materials”), you agree not to teach, offer or otherwise participate in any exam preparation courses related to that ISACA certification while creating or reviewing Exam Materials and for a period of three (3) years afterward.

Voluntary: You agree that your participation in ISACA Volunteer Activities, including, but not limited to, attending meetings or traveling to any destination in support of those activities, is completely voluntary. To the extent permissible under applicable law, you agree to hold ISACA and its officers, directors, members, employees and agents harmless from any complaint, claim or damage arising out of or in connection with participating in any ISACA Volunteer Activities. Please note that all volunteer appointments are at ISACA’s discretion and may be revoked at ISACA’s discretion.

Governing Law; Jurisdiction: Except to the extent prohibited by applicable law: (i) this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, USA, without giving effect to the principles of conflicts of laws

thereof; (ii) any action relating to this Agreement initiated by you shall be instituted and prosecuted in a court located in Cook County, Illinois, USA; and (iii) by signing this Agreement, you consent to the jurisdiction of any federal or state court sitting in Cook County, Illinois, USA. To the extent permissible under applicable law, you specifically waive any right you may have or acquire to sue ISACA in a country other than the United States or anywhere outside of Cook County, Illinois, USA. Where the applicable law prohibits waiver of the ability to institute and prosecute an action relating to this Agreement, the action may be instituted where permitted by the applicable law. In addition, ISACA may at its discretion, initiate an action to enforce this Agreement under any applicable law in any court or tribunal permitted under applicable law.

Other Policies: You agree that you have read and your participation in ISACA Volunteer Activities is subject to the following ISACA policies which are available below and also at <https://engage.isaca.org/volunteeropportunities/volunteeragreement>.

- [ISACA Anti-Harassment Policy](#)
- [ISACA Privacy Policy](#)
- [ISACA Code of Professional Ethics](#)
- [ISACA Social Media Policy](#)
- [ISACA Travel Policy](#)

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

Full name: _____

Signature: _____

Date: _____

ISACA Account number: _____