



Federal IT Security Institute Membership Agreement

This Membership Agreement (the “*Agreement*”), when signed by the applicant and accepted by the Federal IT Security Institute (“*FITSI*”), constitutes a binding contract between FITSI and the individual or entity executing the signature page of this Agreement (the “*Member*”).

Membership rights, privileges, and obligations commence when the Agreement is signed by the member and submitted to FITSI (the “*Effective Date*”).

Article 1. Membership

Section 1.1 Membership Information.

The member will provide FITSI with the information in Schedule A and may be amended at any time in the official membership records of FITSI by the Primary Contact designated on Schedule A without amending this Agreement.

Section 1.2 Qualifications for Certification

Any member who pursues or holds a FITSI certification represents that it meets the qualifications described at <http://www.fitsi.org/Overview/requirements.htm>, as of the Effective Date. The Member agrees to notify FITSI if during the term of its membership it ceases to meet those qualifications. Holding a FITSI certification is not a requirement for applying or holding membership.

Article 2. Compliance and Obligations

Section 2.1 Bylaws

The Member agrees to abide by the terms of the Bylaws of FITSI, as they appear at <http://www.fitsi.org/documents.html> (the “*Bylaws*”) as of the Effective Date, and as the same may from time to time be amended pursuant to Section 2.4 of this Agreement by the Board of Directors of FITSI (the “*Board*”) in the future and distributed to the Membership.

Section 2.2 Board Policies

The Member agrees to abide by the terms of any other policies developed by the Board in accordance with the Bylaws (“*Policies*”) applicable to members as they may appear at <http://www.fitsi.org/policies> as of the Effective Date or as amended thereafter pursuant to

Section 2.4 of this Agreement. FITSI acknowledges that the Member is not obligated to announce or market any product or service or to implement any FITSI specification.

Section 2.3 Conformance with Anti-Trust Laws

It is the express policy of FITSI to require that all of its activities be conducted strictly in accordance with all applicable law including antitrust laws. It is extremely important that all members of FITSI be aware of the types of activities prohibited by antitrust laws. If members have any specific questions relating to antitrust or other legal compliance they should seek advice from their own legal counsel.

Section 2.4 Amendments to Policies

The Board may amend its Policies including the Bylaws or adopt additional Policies at any time, and the Member agrees to abide by the terms thereof; provided, however, that (a) any such new amendment or Policy that would materially and potentially adversely affect Members' rights and obligations as regards any FITSI Policy or its Bylaws shall not bind the Member in less than thirty (30) calendar days from the date that Notice of such action is given to the Member in the manner set forth in Section 5 of this Agreement, and (b) no such amendment or new Policy shall have any retroactive effect. In the event that the Member does not wish to be bound by any such amendment or new Policy, it may terminate its membership as provided in the Bylaws prior to the effective date thereof.

Section 2.5 Dues

The Member agrees to make timely payment of the dues for its membership. In the event of nonpayment of dues, the Member's membership rights may be terminated as provided in the Bylaws.

Article 3. Term and Termination

This Agreement shall continue in effect until such time as the Member's membership in FITSI is terminated by the Member (voluntarily) or FITSI (for nonpayment or as otherwise set forth in the Bylaws). Unless otherwise explicitly provided in the Bylaws, in the event of any termination of the Member's membership, any dues that are then due and owing shall remain payable, and no refund shall be made of any dues then paid.

Article 4. Licenses; Logo AND Membership List Usage

A Member who holds a FITSI certification is entitled to display the Federal IT Security Professional (FITSP) logo for its respective certification role while it remains in good standing, but only for such purposes, and subject to such rules, as from time to time are described in the Policies, or upon request to the Chairman/CEO or COO/Secretary. When an individual ceases to be a member, it must remove all references to FITSP and FITSI from its stationery, promotional material, and website within thirty days.

No member of FITSI may solicit for, or use the official membership list of FITSI for any commercial purposes. This is a direct violation of FITSI privacy policy. Any exceptions must be given explicit advanced approval in writing by the Chairman/ CEO. Members wishing to

communicate events or messages to other members may do so by requesting inclusion in an upcoming member communication. Please contact the COO/Secretary to learn more about adding your item to a FITSI member communication or the FITSI web site.

FITSI and the Member each acknowledge and agree that, except for the rights expressly provided by this Agreement and the Bylaws, or any other agreement to which FITSI and the Member are parties, neither FITSI nor the Member grants or receives, by implication, estoppel, or otherwise, any intellectual property rights by reason of the Member's execution of this Agreement or membership in FITSI.

Article 5. Notices

Except to the extent otherwise explicitly required or permitted by the Bylaws or a FITSI Policy, all notices under this Agreement (“*Notices*”) shall be delivered personally (by reputable overnight courier) or sent by mail or electronic mail, and (as appropriate) shall be sent to FITSI at its address of record (<https://www.fitsi.org/activek/form.asp?lsec=990&app=fitsi>) or to the Member at the address of its Official Notice Contact as it appears in the official membership records of FITSI, which shall initially be as set forth on Schedule A, and shall be deemed given when sent. FITSI may make required distributions of information to a Member by sending to the Member a notice of the URL where that information is located.

Article 6. Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other, except in the case of a transfer or sale of all or substantially all of the business or assets of a Member, or a merger, consolidation, or other transaction that results in a change in control of such Member, provided that the surviving entity must agree to the terms of this Agreement.

Article 7. No Warranties

FITSI and Member each acknowledges that all information provided while working within the FITSI Certification Programs is provided “AS IS” WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND FITSI AND MEMBER EACH EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY CERTIFICATION PROGRAM OR MATERIALS PROVIDED BY FITSI.

Article 8. Effectiveness and Interpretation of Agreement

This Agreement and any Policies of FITSI shall be construed under and governed by the laws of the Commonwealth of Virginia, USA, without reference to conflict of laws principles. This Agreement, including all attachments, sets forth the entire understanding of FITSI and Member and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement or the Bylaws. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by authorized representatives of FITSI and Member, and the waiver of any breach or default will not constitute a waiver of any other

right hereunder or any subsequent breach or default. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument. In the case of any conflict between the terms of this Agreement and the terms of the Bylaws or any FITSI Policy, the Bylaws or such Policy shall supersede the terms of this Agreement.

Article 9. Member Signature

Each member signing this Agreement intends that it shall take effect as an instrument under seal. If the Member is not a natural person, the individual signing this Agreement for the Member represents and warrants that he or she has the authority to enter into this Agreement on behalf of the Member.

Printed Member Name

Member Signature

Date

Schedule A – Member Details

Personal

First Name:
Middle Initial:
Last Name:

Phone:
Address:
City:
State:
Zip:
Email:

Work Information (optional)

Company:
Job Title:
Work Address:
City:
State:
Zip:
Email: