



## Shared Assessments Membership Agreement

This Shared Assessments Membership Agreement (this "Agreement") is made between Shared Assessments LLC, a New Mexico limited liability company ("Shared Assessments" or the "Program"), having an address at 1751 N. Calle Medico, Suite N, Santa Fe, New Mexico 87505, and the entity accepting this click-through Agreement ("Member") (each a "Party," together, the "Parties").

Shared Assessments is a membership-driven organization dedicated to developing the best practices, education, and tools for third-party risk assurance. By its acceptance of this Agreement, Member agrees to comply with the terms and conditions of membership as described below.

This Agreement is subject to the Shared Assessments Master Content License Agreement as amended from time to time (the "License Agreement"). The License Agreement is incorporated herein by reference and can be found [here](#). Unless otherwise stated, all capitalized terms used but not defined in this Agreement shall have the meanings given to them in the License Agreement.

**1. Membership Term and Fees.** Membership, which includes access to the Licensed Content, will be effective upon the execution of this Agreement and the receipt by Shared Assessments of the applicable membership fee. Membership dues and any additional benefits, as applicable, are based on market capitalization for public companies and annual revenue for private organizations. The rules for the use of benefits are described [here](#).

**2. Term, Payment Terms, and Renewal.** The Term and payment due under this Agreement is found on the Order Form. Shared Assessments will invoice the membership fee via email to the primary and billing contacts listed on the Order Form. Any notice provided under this Agreement shall be in writing and deemed given if delivered via email to [membership@sharedassessments.org](mailto:membership@sharedassessments.org). Any notices and renewal invoices will be sent via email to the primary and billing contacts listed on the Order Form.

**3. Consequences of Termination.** Use of the Licensed Content must cease upon the expiration of the membership.

**4. Preservation of Competition.** There are multiple members from the same industries that participate in this Program. Parties agree that Membership in the Program will not be used for any anticompetitive purpose, nor is it intended for such purposes. Member agrees that no cost, price, confidential contract, or service level agreement information will be disclosed or discussed with any other Program participants during Program activities.

**5. Ownership and Use of Program Materials.** Shared Assessments holds all rights, title and interest in and to, including intellectual property rights, in the Licensed Content (including all versions of the Standardized Control Assessment Procedure Tools (SCA), the Standardized Information Gathering Questionnaire Tools (SIG), the Vendor Risk Management Maturity Model (VRMMM), and the Data Governance Tools) together with user manuals, any derivatives, revisions and updates to the said documents that are created from time to time, and in all other documents generated by the Program and all records of proceedings of the Program. The Member's rights with respect to the Licensed Content are limited to those rights expressly set forth in the License Agreement. Shared Assessments does not convey any Intellectual Property Rights other than those expressly provided in this Agreement or in the License Agreement.

**6. Group Participation Guidelines and Use of Information.** Participation in the Program activities is entirely voluntary. The Member: (a) grants Shared Assessments a non-exclusive, perpetual, irrevocable, worldwide license to use, for creating improved or modified Licensed Content ("New Licensed Content"), any information that the Member communicates or otherwise provides to Shared Assessments; and (b) hereby assigns to Shared Assessments any and all copyright in the New Licensed Content. The foregoing license and assignment shall not grant Shared Assessments any rights to distribute content that (a) includes the Member's trademarks, service marks, corporate names, trade names, Internet identifiers, trade dress, and other similar designations of source or origin to third parties, or (b) describes historical activity involving the Member that the Member has communicated via proceedings of the Program. The Member is solely responsible for the information it provides during its participation in Program activities. Shared Assessments and its owners, directors, officers, employees, and agents make no representations or warranties as to the accuracy of any information exchanged during Program activities. Member hereby confirms that it received a copy of the Group Rules of Participation for which Member's participants must follow, which are found on [Appendix A](#). Member agrees to abide by these rules and make each of Member's participants aware that they must abide by the Group Rules of Participation. Failure to abide by the Rules of Participation may result in consequences up to and including the revocation of Program participation rights in the sole discretion of Shared Assessments.

**7. Member Name and Logo Release.** The Member agrees to permit the use of its name and logo with any applicable copyright, trademark, or other notices in a published list of Shared Assessments members, which may appear on the Shared Assessments website and in its marketing materials. Member may request Shared Assessments to remove its name and logo from its website and marketing materials at any time.

**8. Severability.** If any term or provision of this Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall, to the extent reasonable and practicable, continue in full force in effect.

**9. Governing Law.** This Agreement shall be governed and construed under the laws of the State of Delaware without regard to its principles covering conflicts of law.

**10. Conflicts.** To the extent there is any conflict or inconsistency between this Agreement and the License Agreement, this Agreement shall prevail to the extent of any such conflict or inconsistency. Thus, the Term stated in this Agreement supersedes any term stated in the License Agreement. Any additional or different terms or conditions proposed by the Member are hereby expressly excluded.

**11. Captions.** Section headings are inserted for convenience only and in no way constitute a limitation of the scope of the subject matter to which they refer.

**12. Affiliates/Subsidiary.** Members affiliates/subsidiaries shall not use Member's right, benefit, or license under this Agreement. Member's affiliates/subsidiaries may use the Member's benefits for additional discounted fees in the sole discretion of Shared Assessments. If permitted, Member's affiliate/subsidiary company must sign a separate Program Membership Agreement and the affiliate/subsidiaries will be billed in the Member's invoice. The applicable affiliates/subsidiaries that should be considered for membership privileges under this Agreement must be denoted on the Order Form.

**13. Updates from Member.** Due to the method of calculating and invoicing membership dues, Member agrees to notify Shared Assessments as soon as practicable of any name change, acquisition, entity formation updates, change in the billing email address, or change in the contact person at Member's organization for Shared Assessments to have updated information.

**14. Updates and Revisions.** This Agreement may be prospectively revised only by the Program's management upon 30 days' notice to the Members. Upon any such notice, Members may withdraw from the Program before any changes take effect by providing 30 days' written notice to Shared Assessments.

**15. Assignment.** Member shall not assign this Agreement to any person or entity without the prior written consent of Shared Assessments. Any attempted assignment in violation of these terms will be null and void.

**16. No Agency or Joint Venture.** This Agreement shall not be deemed to create a partnership or joint venture, and neither party is the other's agent, partner, employee, or representative.

**17. Waiver.** No waiver of the terms of this Agreement shall be binding and effective unless the same shall be in writing and signed by the parties. A waiver of any breach of the terms, conditions, and covenants of this Agreement shall be for that one time only and shall not apply to any subsequent breach.

## Appendix A

### Group Rules of Participation

**By participating in Shared Assessments Working, Awareness, Vertical and Cross Vertical Strategy Groups, and/or Tool Development Committees ("Group(s)") activities, the Member agrees to be bound by the following Group Rules of Participation.**

#### **PARTICIPATION REQUIREMENTS FOR GROUP MEMBERS**

1. Must be engaged in third party risk management and industry practices.
2. Agree to adhere to the License Agreement relating to the confidentiality, products, information, and conversations shared during calls and in-person meetings.
3. Respectfully communicate during regular meetings and through electronic communications.
4. Aid in meeting planning and facilitate at least one session/topic during the year.
5. If sharing internal organization materials, ensure that your companies legal and compliance agree to distribution.
6. Meeting Attendance: Encouraged to make every effort to participate in the conference calls and attend virtual and in-person meetings.
7. Encouraged to actively participate in discussions, contribute feedback, take a leadership role, and/or oversee a subcommittee or project, if requested.

#### **SHARED ASSESSMENTS TERMS AND CONDITIONS FOR GROUPS PARTICIPATION**

1. Shared Assessments Group member participants agree to abide by the terms of the Agreement entered into by and between Shared Assessments and Member.
2. All public announcements regarding Shared Assessments' discussions and activities, including those of any Groups must be approved in advance by Shared Assessments after consultation with Group Members.
3. The meeting may be recorded and transcribed by Shared Assessments staff. The recording and transcription will never be sent to anyone outside of the Shared Assessments staff and are deleted after 45 days. No other meeting participant is permitted to record or transcribe the meeting. No artificial intelligence (AI) assistants or any device that allows recording or transcription are permitted to attend any meeting. If Shared Assessments discovers any meeting participant recording or transcribing the meeting, the attendee will be promptly removed from the meeting.
4. Shared Assessments reserves the right, in its sole discretion, to remove you from a meeting or to cease your participation in the Group if you fail to abide by these Group Rules of Participation.

#### **CONFIDENTIAL INFORMATION**

See Section 9 of the License Agreement.

#### **CODE OF ETHICS / ETHICAL BEHAVIOR**

Shared Assessments has a Code of Professional Ethics to guide the conduct of its members. The goal of the Code of Professional Ethics is to clarify every risk professional's responsibility to support the risk management profession by conducting themselves in a professional and ethical manner. The Code of Professional Ethics can be found at the following link: <https://sharedassessments.org/code-of-ethics/>

Rather than seek to regulate its certificate holders, Shared Assessments' intention is that this Code of Professional Ethics aids in providing guidance in making ethical decisions. Action will be taken against anyone who violates the Code of Professional Ethics. These actions may range from a warning to the withdrawal of their Program risk professional certification, if held.