



TRIBAL ISAC

INFORMATION SHARING & ANALYSIS CENTER

Tribal-ISAC Membership Agreement

Overview:

The Tribal Information Sharing and Analysis Center (Tribal-ISAC), a division of not-for-profit Tribal Share, Inc., is the platform for cyber threat information sharing, threat prevention, protection, community response, and a managed and trusted collaboration with other government agencies and industry ISACs for the nation's tribal governments and their operations and enterprises. The Tribal-ISAC provides a safe and secure environment for the nation's federally recognized sovereign Native American tribal governments, all of their operations and enterprises, including Alaska Native communities, villages and organizations ("**Tribe(s)**"), to share and mitigate security threat information, to share best practices, and is the conduit for security information sharing among Tribes.

The mission of the Tribal-ISAC is to improve the overall security posture of Tribes with an emphasis on cyber security, but including all-hazard threats and risks. Collaboration and information sharing among members, with trusted managed sharing between other industry ISACs, the U.S. Department of Homeland Security (DHS) and private sector partners are the keys to success.

Tribes of all sizes and locations can form a trusted network of sovereign governments, and work together to create a more effective security posture with access to far greater shared resources, thereby protecting the interests of all Tribes and strengthening preparedness and threat prevention.

This Membership Agreement ("Agreement") sets forth the terms and conditions through which the undersigned Tribe and its individual registered members (collectively with the Tribe, "Registrant") may participate as Tribal-ISAC Members, provided they meet all qualifications set forth in the Tribal-ISAC Charter, including the following.

1. An individual that is employed directly by a Tribe they represent. Membership can include individuals supporting either cyber or physical security and;
 - a. Have at least partial responsibility for security threat, risk, governance or compliance.
 - b. In a position that can and will access, share and secure information both within their own Tribe and into and out of the Tribal-ISAC

Sovereign Tribes - Stronger Together - Safer Together



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General Membership Terms and Conditions:

- 1. Membership Terms and Conditions; Charter:** By accepting this Agreement, the Registrant agrees to the “Terms and Conditions: Tribal-ISAC Information Handling” as set forth and updated at <https://tribalisac.org/wp-content/uploads/2022/12/Tribal-ISAC-Information-Handling-TC-v1.3-12.01.22.pdf> (“Terms”) and the Tribal-ISAC Charter as set forth at <https://bit.ly/376RUyI> (“Charter”). Tribal-ISAC shall provide Member at least 60 days’ prior written notice before making any material changes to such terms. Tribe agrees to allow one Member to sign this Agreement on behalf of the Tribe. The Tribe and Tribal-ISAC may be referred to individually as a “party” or collectively as the “parties.” Capitalized terms used but not defined in this Agreement have the meanings given in the Terms and Conditions and/or Charter as applicable.
- 2. Member Representative:** Registrant designates as its primary representative the individual listed in this signed Agreement, who has the full authority to represent the Tribe and each Tribe member being registered with this Agreement.
- 3. Services and Obligations.** Registrant agrees that it will pay the annual membership fees according to the then-current schedule of fees described on the Tribal-ISAC Member Registration Form and attached to this Agreement. In consideration of Registrant paying the annual membership fee(s) and performing its obligations under this Agreement, Tribal-ISAC will provide each Registrant with access to the services and benefits available to any Tribal-ISAC member.
- 4. Public Identification; Trademark License.** Tribal-ISAC will not identify Registrant as a member or participant in Tribal-ISAC without its prior written consent. Neither party may use the other party’s name or logo unless given express written consent by the other party. If consent is given, each party may use the name and logo (collectively, “Marks”) of the other on a non-exclusive basis during the Term, in connection with publicizing and advertising the Tribal-ISAC organization, with the goal of either attracting new members or informing the existing community of members. No other use of either party’s Marks is permitted except with such party’s prior written permission.
- 5. Term and Termination.** This Agreement is effective from the membership start date set forth in the Tribal-ISAC Member Registration Form (“**Effective Date**”), and shall continue for a period of twelve (12) months unless earlier terminated pursuant to this Agreement, the Terms and Conditions or the Charter. Membership shall continue to automatically renew for successive twelve (12) month periods on the anniversary date of the Effective Date unless Registrant gives notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current membership term.

Notwithstanding anything to the contrary contained herein, Registrant may terminate its participation in the Tribal-ISAC and this Agreement at any time upon Tribal-ISAC's receipt of notice thereof. In addition, this Agreement shall terminate automatically, if: (a) Registrant or any of its individual members is no longer a member in good standing of the Tribal-ISAC due to a material breach of this Agreement; (b) Initial payment of annual membership fee is not received within thirty (30) days of Effective Date or subsequent annual payments of annual membership fee are not received prior to each anniversary date of Effective Date and such payments are not made thirty (30) days after receiving notice of missed payment; (c) Registrant or any of its individual members no longer satisfies all of the eligibility criteria for Tribal-ISAC membership; or (d) the operation of the Tribal-ISAC is terminated, in which event Registrant will receive a pro rata refund of all prepaid fees applicable to the remainder of the term. Neither Tribal-ISAC, its employees, officers, directors, advisors, agents, or contractors shall be liable to Registrant for any costs, expenses or damages whatsoever for terminating the Agreement based upon (a) through (d) above.

6. **Vetting.** All prospective and current members of the Tribal-ISAC are vetted to ensure that they meet the eligibility criteria for Tribal-ISAC membership. All Tribal-ISAC Members of Registrant are required to have a valid and active email address that is associated with a valid Tribe internet domain. Membership may be denied and/or revoked at any time if any member is unable to meet this criteria or is in violation of any provision in this Agreement.

7. **Confidential Information.** The parties and other Members may, in connection with this Agreement and their participation in Tribal-ISAC, disclose to the other parties information considered confidential or proprietary information of the disclosing party ("Confidential Information"). Information shall be considered Confidential Information if either marked confidential or proprietary, identified as confidential in nature by the disclosing party at the time of disclosure, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Each receiving party shall hold the disclosing party's Confidential Information in strict confidence and shall not use or disclose it except for purposes permitted in this Agreement. The receiving party is entitled to disclose Confidential Information on a need-to-know basis to its board, officers, employees, consultants, agents and representatives provided they are bound by confidentiality obligations no less protective than those set out in this Agreement. The receiving party shall protect the disclosing party's Confidential Information with the same degree of care that it regularly uses to protect its own Confidential Information of like kind from unauthorized use or disclosure, but in no event less than a reasonable degree of care. Each party's obligations pursuant to this Section 7 shall survive the termination of this Agreement for any reason. Except as expressly set forth in this Agreement, no disclosure of Confidential Information by the disclosing party grants Tribal-ISAC, any Member or any other third party an express or implied license or an option on a license, or any other rights to, or interests in, the Confidential Information. The obligations of confidentiality under this Agreement shall not apply to any Confidential Information that: (a) is rightfully received from a third party without disclosure restrictions; (b) is or becomes publicly available through no wrongful act or omission of the receiving party; (c) is already known to the receiving party as evidenced by documentation bearing a date prior to the date of disclosure; or (d) is independently developed by the receiving party without reference to the disclosing party's Confidential Information. The receiving party may also disclose Confidential Information to the extent required by applicable federal, state or local law, regulation, court order, or other legal process, provided the receiving party has given the disclosing party prior written notice of such required disclosure, unless prohibited by law or regulation, and, to the extent reasonably possible,

has given the disclosing party an opportunity to contest such required disclosure at the disclosing party's expense.

Registrant expressly acknowledges and agrees that to the extent it receives Confidential Information of any other member of Tribal-ISAC, such member is a third party beneficiary of Registrant's obligations as a receiving party under this Section 7 with respect to such information.

8. **Representation and Warranty.** Both parties represent and warrant that they have the right to enter into this Agreement and grant the rights and licenses made hereunder.
 - a. Tribal-ISAC represents and warrants that it is a division of Tribal Share, Inc., a duly formed nonprofit corporation existing in good standing under the laws of the State of Michigan.
 - b. To the extent received by the Tribal-ISAC and provided to other members, Tribal-ISAC represents and warrants that it has the right to disseminate and Member has the right to use information provided by other members.
 - c. Tribal-ISAC will not knowingly insert or cause any virus to be inserted into the services;
 - d. Tribal-ISAC has no knowledge of any actual or threatened claims that the services, any portion thereof, or the use of any of the foregoing, infringe or misappropriate any third-party intellectual property right.
 - e. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE, OR NON INFRINGEMENT. THE SERVICES ARE PROVIDED "AS IS" AND TRIBAL-ISAC DOES NOT REPRESENT OR WARRANT THAT SERVICES WILL ACHIEVE ANY SPECIFIC RESULT OR REQUIREMENT FOR REGISTRANT, OR THAT SERVICES WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE IN OPERATION. TRIBAL-ISAC DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR ANY THIRD-PARTY MATERIALS OR SERVICES, INCLUDING INFORMATION OF OTHER MEMBERS.

9. **Limitation of Liability.** EXCEPT FOR TRIBAL-ISAC'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS (SECTION 7), IN NO EVENT SHALL TRIBAL-ISAC OR ITS EMPLOYEES, OFFICERS, DIRECTORS, ADVISORS, AGENTS OR CONTRACTORS BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DESPITE ANY PREPAREDNESS ACTIVITIES, LOSS OF LIFE AND DAMAGE, LOSS OF DATA, USE, PROFIT OR REVENUE, IS POSSIBLE NO MATTER HOW READY AN ORGANIZATION MAY BE TO RESPOND. THE POSSIBILITY THAT A MALICIOUS ACTOR OR ACTORS MAY BE ABLE TO INITIATE A HOSTILE EVENT, WHETHER PHYSICAL OR CYBER, CANNOT BE ELIMINATED. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, HOWEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE OR ANY OTHER BASIS.

10. **Release & Waiver of Liability; Covenant Not to Sue and Indemnity Agreement:** REGISTRANT WAIVES AND RELEASES TRIBAL-ISAC, ITS RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, ADVISORS, AGENTS OR CONTRACTORS (EACH CONSIDERED ONE OF THE "RELEASEES" HEREIN), FROM ANY CLAIM FOR DAMAGES BROUGHT ON ITS BEHALF OR

BY JOINDER IN THE RESULT OF A CLAIM FROM A THIRD PARTY ORIGINATING FROM THE VOLUNTARY SHARING OF INFORMATION, DATA, DOCUMENTS, OR INTELLECTUAL PROPERTY (INCLUDING BUT NOT LIMITED TO PATENTS, TRADEMARKS, COPYRIGHTS AND TRADE SECRETS) RESULTING IN PECUNIARY INJURY OR DAMAGE TO THE REPUTATION OF ANY INDIVIDUAL OR ORGANIZATION THAT MAY ARISE FROM MEMBERSHIP IN THIS TAX-EXEMPT NONPROFIT ORGANIZATION. REGISTRANT FURTHER COVENANTS NOT TO SUE RELEASEES IN ANY COURT, TRIBUNAL OR PROCEEDING FOR ANY CLAIM FOR DAMAGES BROUGHT ON ITS BEHALF (OR BY JOINDER IN THE RESULT OF A CLAIM FROM A THIRD PARTY) ORIGINATING FROM THE VOLUNTARY SHARING OF INFORMATION, DATA, DOCUMENTS, OR INTELLECTUAL PROPERTY (INCLUDING BUT NOT LIMITED TO PATENTS, TRADEMARKS, COPYRIGHTS AND TRADE SECRETS) RESULTING IN PECUNIARY INJURY OR DAMAGE TO THE REPUTATION OF ANY INDIVIDUAL OR ORGANIZATION THAT MAY ARISE FROM ITS MEMBERSHIP IN THIS TAX-EXEMPT NONPROFIT ORGANIZATION. REGISTRANT FURTHER AGREES THAT IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK, REGISTRANT, OR ANYONE ON REGISTRANT'S BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES, REGISTRANT WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, OR COST WHICH ANY MAY INCUR AS THE RESULT OF SUCH CLAIM.

REGISTRANT HAS READ THIS RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK, AND UNDERSTANDS THAT REGISTRANT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAS SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTENDS IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREES THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

11. **Force Majeure.** Neither party shall be held financially or otherwise responsible for any delay or failure in performance under this Agreement, which is caused by the unavailability of third-party communications facilities, fires, strikes, embargoes, government requirements, civil or military authorities, acts of God, acts by terrorists or terrorist organizations or by the public enemy or other similar causes beyond the reasonable control and without the fault or negligence of such party.
12. **Refunds/Exchanges/Cancellation.** No refunds are due to the Member at any time, except as provided in Section 5 above based upon termination of Tribal-ISAC operations. Members may choose not to renew their membership beyond the initial term. In addition, Tribal-ISAC membership cannot be exchanged, re-assigned or transferred.
13. **TribalHub Membership:** Each paid annual Tribal-ISAC Membership includes an annual TribalHub Membership. Existing TribalHub Members may purchase a Tribal-ISAC Membership as an add-on to their TribalHub Membership if they meet all of the Tribal-ISAC membership requirements and qualifications. As the original founders of both Tribal Share, Inc and the Tribal-ISAC, TribalHub is providing the Tribal-ISAC with member management, administrative support, communication, marketing and event management services. More information on TribalHub Membership is available here: <https://www.tribalhub.com/tribalnet/membership/>. Each member's use of TribalHub Membership may be subject to additional terms and conditions as provided by TribalHub.

14. **Notice:** Any notice required or permitted to be given under this Agreement shall be given in writing and shall be hand delivered, telecopied, sent via email, sent by certified or registered mail or sent by overnight courier service to the name and address specified or provided in this Agreement by the Tribal-ISAC Member, or in the case of notice to Tribal-ISAC must be directed to the address below:

Tribal-ISAC
9848 Portage Rd, Suite 102
Portage, MI 49002

15. **Severability.** Should any court of competent jurisdiction consider any provision of this Agreement to be invalid, illegal, or unenforceable, such provisions shall be considered severed from this Agreement. All other provisions, rights, and obligations shall continue without regard to the severed provision(s).

16. **No Waiver of Sovereign Immunity.** Nothing in this Agreement, any addendum, or any other document referenced in this Agreement will be interpreted to constitute a waiver of a Tribe's sovereign immunity.

17. **Entire Understanding.** These membership terms and conditions contain the entire understanding between Tribal-ISAC and Registrant with respect to the Tribal-ISAC membership described herein and supersedes all prior understandings whether written or oral.

By signing this Agreement and *completing the attached Member Registration Form*, Registrant agrees to become a Member of the Tribal-ISAC and accepts and agrees to the terms and conditions of membership in this Agreement.

By Registrant:

By Tribal-ISAC

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Attachments:

1. Tribal-ISAC Member Sign Up Form
2. Tribal-ISAC Member Benefits