



Member/Participant Information

Company Name _____

Type of Organization

- Supplier End User Government Agency Educational Institute
- Research Institution Consultant Other (specify) _____

Principal Product/Service _____

Annual Sales (including Affiliates) _____

Number of Employees _____ (Government agencies only)

VAT number _____ (Members from the European Union Only)

Principal Office Address

Company Name _____

Street Address 1 _____

Street Address 2 _____

City _____ State _____ Zip/Postal Code _____



ISA Global Cybersecurity Alliance Member Fee Structure

Please check the box to the left of your membership category (and revenue category for suppliers).

	Membership Category	Calendar Year Dues USD
<input type="radio"/>	Supplier greater than \$5 billion	\$125,000
<input type="radio"/>	Supplier \$1billion - \$5 billion	50,000
<input type="radio"/>	Supplier \$500 million - \$1 billion	25,000
<input type="radio"/>	Supplier \$100 million - \$500 million	12,500
<input type="radio"/>	Supplier \$5 million – \$ 100 million	5,000
<input type="radio"/>	Supplier less than \$5 million	2,500
<input type="radio"/>	Associate - Govt, Industry Groups, Academia (revenue N/A)	1,250
<input type="radio"/>	Asset Owners – (revenue N/A)	1,500

Contributions are non-refundable and will be scheduled by calendar year, due and payable by January 31 of each year. This agreement renews automatically every calendar year and may be cancelled by notifying the authorized ISA point of contact in writing by September 30 prior to the start of the new year.

Additional Project Funding

While existing membership dues are intended to support the projects and deliverables of ISAGCA, the alliance may define projects that require significant effort and funding to complete. In these cases, the alliance will develop sponsorship funding models to support specific large projects or series of projects. Existing members will be invited to contribute additional funds and/or resources to support these projects. In addition, the alliance may go outside the organization to recruit additional companies that are able to help support these projects financially.

Payment Options (please make checks or purchase orders payable to ISA)

- Check / ACH
- Please Invoice – I am providing a Purchase Order Number _____
- Credit Card (use attached form)



Alliance Membership Listing

Your signature on this application authorizes the International Society of Automation to publicly include your company's name and listed affiliates on our publicized Alliance supporter marketing materials such as listings, Alliance website, presentations and publications. You are also authorizing ISA to draft and issue press releases announcing such Alliance support subject to prior approval by your designated primary contact. Please write the exact way your company name should appear in all ISA lists.

Exact Company Name _____

Acceptable Short Version of Company Name _____

Web Address _____

List any additional Email domains or URLs used by your organization



Company Contact / Designated Representative Information

Primary Contact Information (person who will handle correspondence on behalf of the organization)

First Name _____ Last Name _____

Job Title _____

Street Address _____

City _____ Postal Code _____

State/Province _____ Country _____ Fax _____

Website URL _____

Phone _____ Email _____

Secondary Contact Information (in absence of primary contact)

First Name _____ Last Name _____

Job Title _____

Street Address _____

City _____ Postal Code _____

State/Province _____ Country _____ Fax _____

Website URL _____

Phone _____ Email _____

Marketing Contact Information

First Name _____ Last Name _____

Job Title _____

Street Address _____

City _____ Postal Code _____

State/Province _____ Country _____ Fax _____

Website URL _____

Phone _____ Email _____



Technical Contact Information

First Name _____ Last Name _____

Job Title _____

Street Address _____

City _____ Postal Code _____

State/Province _____ Country _____ Fax _____

Website URL _____

Phone _____ Email _____



This is an agreement between the International Society of Automation and the Member. The Member company desires to be a participant in the ISA Global Cybersecurity Alliance. The term **Member** is defined as a participant in the ISA Global Cybersecurity Alliance. By executing this Agreement, Member agrees to be bound by the ISA Global Cybersecurity Alliance Terms and Conditions for Members section of this document.

Authorized Individual Name _____ Title _____

Signature _____ Date _____
MM/DD/YYYY

Mail, email, or fax signed agreement to:

ISA Global Cybersecurity Alliance
Attn: Heidi Cooke
P.O. Box 12277
RTP, NC 27709

Fax# 919-549-8288
Email: hcooke@isa.org



ISA Global Cybersecurity Alliance Terms and Conditions for Members

The Member desires to participate in the ISA Global Cybersecurity Alliance (“Alliance”) and is willing to do so in accordance with **Appendix A - ISA Global Cybersecurity Alliance: Organization and Member Responsibilities** document, **Appendix B - Global Cybersecurity Alliance: Objectives, Activities, Outputs and Deliverables** (which establishes the initial mission and objectives of the GCA) and terms and conditions in this section as follows:

General Code of Conduct

By participating in the Alliance, the Member is helping ISA, its membership, the larger automation and controls industry and the public. Thus, any/all individuals representing the Member company (“Representative”) should be fair, impartial and unbiased in her/his service, conduct herself/himself in a professional manner, and treat all stakeholders with courtesy and respect. The Representative will perform in a manner that demonstrates good stewardship of the Alliance's limited resources. The Representative will not speak or act publicly on behalf of ISA or the Alliance without obtaining proper authorization in advance from ISA's staff Managing Director leading the ISA Global Cybersecurity Alliance. Examples of speaking or acting publicly include speeches, presentations, press interviews, opinion columns, social media posts, and conversations with others outside of the Alliance.

Conflict of Interest Avoidance

The Representative will avoid undisclosed personal and professional conflicts of interest in all matters pertaining to the Alliance. Conflicting interests may involve financial matters, personal relationships, or professional relationships. A “conflict of interest” exists when a Representative’s private or professional interests compete with or are contrary to the interests of the Alliance. A conflict situation can arise when a member representative takes actions or has interests that may make it difficult to perform his or her Alliance work objectively, in good faith, and efficiently. If a situation arises where the Representative has or might have a conflict, the Representative should discuss the issue with the lead ISA staff person affiliated with the Alliance. If the lead staff person is part of the conflict, ask the ISA staff Managing Director leading the ISA Global Cybersecurity Alliance for help.

Non-Disclosure Agreement

In general, the Alliance's confidential and proprietary information should not be used or disclosed by the Representative during or after service on the Alliance.

Examples of confidential and proprietary information and material are: Alliance information and other work the Alliance is developing, financial information about ISA or the Alliance, documents and other papers provided by the Alliance, member data, and strategic plans.

Examples of what is not confidential or proprietary information and material are: information or material lawfully in the Representative's possession prior to learning of or receiving it from the Alliance; information or material lawfully disclosed by a third party who is not under any obligation of confidentiality; information or material in the public domain through no unlawful act or omission of the Representative or fellow Representatives; and unpatented ideas, concepts, formulas and theories developed by the Representative or other Alliance members during the course of their work, provided such ideas, concepts, formulas or theories have been published or otherwise disclosed without restriction by the Alliance, and further provided that in



using such ideas and the like, the Representative is not infringing upon any of the Alliance's copyrights to the work or works in which it/they may be embodied.

Intellectual Property

All guides, guidelines, position papers, collective works, and other materials developed through and under the auspices of the Alliance will be the property of ISA. To the extent that any ownership rights in such materials would otherwise vest by law in Members and Representatives, those rights are transferred to ISA. Each Alliance member will retain all IP rights to its own contributions to the Alliance, with the understanding that ISA has a license to use such contributions to the extent they are incorporated into materials developed through and under the auspices of the Alliance. The Alliance may include a non-member (Participant) in its activities on a voluntary basis or paid basis in support of fulfilling the Alliance's mission. Participants are bound by the same terms and conditions of this agreement as Alliance Members and/or Representatives.

Antitrust Guidance

Certain types of activities conducted by industry peers may be subject to scrutiny under antitrust laws as being anti-competitive. In order to minimize exposure of the Alliance and its Members to antitrust liability, the Alliance and each Member agree to abide by the following guidelines when participating with, for or on behalf of the Alliance:

1. Neither the Alliance nor any of its committees shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, among and between competitors or between a supplier and its customer(s) with regard to prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.
2. The Alliance and its Members shall not discuss, communicate or engage in any other exchange between Members and/or Participants with regard to prices, pricing methods, production quotas or other limitations on either the timing, costs or volumes of production or sale, or allocation of territories or customers.
3. Neither the Alliance nor its Members and/or Participants shall engage in any activity or communication, other than unilateral action, that might be construed as an attempt to prevent any person or business entity from gaining access to any market or customer for goods and services, or to prevent any business entity from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market.
4. Adherence to Adopted Specifications or sample implementations shall be voluntary on the part of the Members of the Alliance and Members shall in no way be compelled, directed or coerced by the Alliance, it being solely a voluntary decision on the part of the particular Member and/or Participant of the Alliance as to whether to adhere to or comply with any such Adopted Specifications or sample implementations.
5. Any Adopted Specifications or sample implementations shall be based solely and exclusively upon technical considerations and upon the merits of objective judgments and thorough procedures and shall in no way be based upon any effort, intention or purpose of any of its Members and/or Participants to reduce or eliminate



competition in the sale, supply and furnishing of products and services.

6. To the extent that the purposes of the Alliance, as set forth in this agreement and any referenced document(s) require, for the Alliance's purposes and objectives, joint research and development by two or more of its Members and/or Participants, or representatives thereof, any such joint research and development for the Alliance shall exclude the following activities:
- the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development;
 - any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Member and/or Participant of the Alliance of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and
 - any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or restricting or requiring participation by any Member and/or Representative of the Alliance in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Member and/or Participant of the Alliance, or representative thereof, or of the results of such joint research and development.

Term

These guidelines are effective while the Participant's Representative serves on the Alliance now and at any point in the future, and, since confidential and other sensitive matters are involved, for an additional 2 years after service ends.

The Alliance will operate until such time as it is dissolved by a three-fifths vote by the Alliance Advisory board with concurrence from ISA staff managing director and ISA executive director.

Modification

The guidelines may be amended and/or supplemented from time to time. Representatives will be notified of such revisions in advance, and ongoing service on the Alliance will mean that the Representative agrees to the revisions.

Compliance

Since confidential and other sensitive matters are involved, the Representative's service on the Alliance may be terminated, at Alliance's sole discretion, if the Representative violates or is about to violate any of these guidelines.

Dispute Resolution and Governing Law

Any dispute or controversy arising under or in connection with this ISA Global Cybersecurity Alliance Agreement shall be settled exclusively by arbitration, conducted before a panel of three arbitrators in accordance with the rules of the American [Arbitration](#) Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The ISA Global Cybersecurity Alliance Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to any conflicts of law provisions.



Non-Assignment

A Member may not transfer, assign or sublicense any of its rights or obligations under this Agreement without the prior written approval of the ISA staff managing director.

Limitation of Liability

This Agreement does not establish any fiduciary obligations for any Member or ISA with respect to the Alliance. The Alliance is not a partnership or joint venture. Each Member, and ISA, is responsible for its own actions.

Precedence of Governance Policy

The ISA Global Cybersecurity Alliance Agreement and its appendices A and B supersede ISA policies to the extent that there is a conflict between the two.

ISA thanks you for your contributions which are so essential for undertaking activities that have a positive impact on the automation and controls industry.