

Applied Computer Security Associates, Inc
2906 Covington Road
Silver Spring, MD 20910

STUDENT CONFERENCESHIP AGREEMENT

This Student Conferenceship Agreement ("Agreement") is made on September 11, 2003 between Applied Computer Security Associates, Incorporated, having its offices at 2906 Covington Road, Silver Spring, Maryland 20910 ("ACSA") and _____, ("Student"), who are referred to as "the parties."

• **INTRODUCTION**

This Agreement is made for the following reasons and with reference to the following facts:

- ACSA is a nonprofit entity incorporated pursuant to the law of the State of Maryland whose function is to further professional development in the area of computer security.
- The parties desire to develop a contractual basis for Student to participate in the Annual Computer Security Applications Conference.
- ACSA designates André L. M. dos Santos as the Student Activities Chairperson.
- The decisions of the Student Paper Chairperson within the scope of his agency shall be final.
- The parties intend and it is the purpose of this Agreement: 1) To memorialize the Agreement of the parties and 2) To provide for a complete and integrated understanding of the parties as to the rights and duties they have with respect to one another.

• **AGREEMENT**

NOW THEREFORE IN CONSIDERATION of the mutual promises contained herein, and with the intention of being legally bound hereby, the parties agree as follows:

- 1 Purpose of Conferenceship.** Student agrees to participate in a minimum of 8 tracks and 2 tutorials at the 18th Annual Computer Security Applications Conference ("Conference") to be held in Las Vegas, Nevada on December 9-13, 2002.
- 2 Termination of Agreement.**
 - 2.1 ACSA expressly reserves the right to terminate this Agreement, in whole or in part, at its convenience by written notice to Student.
 - 2.2 The termination shall be without prejudice to any claims ACSA may have against Student for default or other reason.
 - 2.3 Upon termination, the sole obligation of ACSA shall be to reimburse Student for any documented costs incurred by the Student up to the date of the termination.
- 3 Indemnity.**
 - 3.1 Student shall indemnify and hold ACSA harmless from any liability for injury or damage caused by Student to persons or property during the performance of this Agreement.
 - 3.2 Neither the existence nor the assent of ACSA to the types or limits of insurance carried by Student shall be deemed a waiver or release of Student's liability or responsibility under this Agreement.

- 4 Insurance.** If the Student drives an automobile in the United States, the student agrees to carry the following minimum insurance coverage in the United States in a form acceptable to ACSA during the term of this Agreement: Comprehensive Automobile Liability Insurance with coverage limits of \$300,000.00 per occurrence for any and all injury, death, or property damage.
- 5 Expenses.**
- 5.1 Conference expenses shall cover only a single person, the conferenceship recipient.
- 5.2 The Student shall submit to ACSA an itemized statement within 30 days of return.
- 5.3 The Student shall submit the statement of expenses using a form provided by ACSA.
- 5.4 The Student shall provide receipts for all meals in excess of \$15.00 and all other expenses in excess of \$25.00.
- 5.5 Expenses shall be payable as follows:
- 5.5.1 Airfare.
- 5.5.1.1 Student shall book air-travel at the round trip tourist airfare (the lowest airfare that a reasonably prudent tourist traveler would employ) or such other fares as shall be mutually agreeable.
- 5.5.1.2 Student shall book air-travel with a sufficient advance purchase to ensure tourist discounts, as long as the resulting fare, plus any change or cancellation penalties, is less than a non-advance purchase or non-refundable fare.
- 5.5.1.3 Student shall have the option of purchasing a fare with a Saturday-night stayover if the total cost of that option (i.e., fare, additional hotel nights, and additional meal expenses) is less than or equal to the air fare without the Saturday-night stayover.
- 5.5.1.4 If a Student purchases an advance fare ticket for which a change fee is assessed when travel plan changes, conference will reimburse the Student for one change of travel plans.
- 5.5.1.5 If the Conference is cancelled and the Student had purchased non-refundable tickets, conference will reimburse the Student for the cost of those tickets.
- 5.5.2 Lodging.
- 5.5.2.1 Conference shall reimburse the Student for 5 nights of lodging in the conference hotel.
- 5.5.2.2 **It is the responsibility of the Student to make hotel reservations.** Student is required to reserve their hotel room by the advance registration deadline.
- 5.5.2.3 Lodging reimbursement shall not exceed, per night, the conference lodging rate negotiated with the hotel.
- 5.5.3 Meals.
- 5.5.3.1 Conference shall reimburse the Student for meals not provided by the conference, up to the U.S. Department of Defense per-diem for the conference city, per day.
- 5.5.4 Transportation.
- 5.5.4.1 Conference shall reimburse the Student for the most economical method of ground transportation between airport and hotel in which the Conference takes place. If the conference has negotiated a specific ground transportation agreement, this should be used, if practical. Use of taxi or rental car requires advance agreement.
- 5.5.4.2 Conference shall reimburse the Students for use of a personal vehicle used to drive to airport in the Student's home area or other agreed driving at the current Internal Revenue Service reimbursement rate for the year in which the expense was incurred.
- 5.5.4.3 Other expenses require prior approval by the Student Activities Chairperson.
- 6 Arbitration.** Any and all disputes or differences which shall arise and be unsettled among or between the parties shall be referred to and decided by three neutral, competent persons familiar with the business covered by the Agreement, hereinafter to be known as "Arbitrators." If the Arbitrators cannot be chosen by unanimous agreement, each side shall choose one and these two Arbitrators shall choose the third. The decision of the Arbitrators shall be given in writing within 15 days after conclusion of the proceedings

- before them or within such further time as they may require, but in no event exceeding 30 days. The decision of the Arbitrators shall be conclusive and final.
- 7 **Execution of Necessary Instruments.** Each of the parties hereto agrees, at the request of the other, to execute, acknowledge, and deliver to the other any and all instruments and documents which may reasonably be necessary to give full force and effect to this Agreement.
- 8 **Breach of Agreement.** Any waiver of a breach or default under any provision of this Agreement shall not be deemed a waiver of any subsequent breach or default or of such provision or of other provisions of this Agreement. If either party fails in the due performance of any of their obligations hereunder, the aggrieved party shall have the right to sue for damages for the breach thereof or to seek such other legal remedies as may be available, provided however, that the provision for Arbitration is fully complied with as a necessary prerequisite.
- 9 **Severability of Provisions.** If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.
- 10 **Modification of Agreement.** The parties may modify the terms of this Agreement, but any such modification shall not be effective unless in writing and executed with the same degree of formality as this Agreement.
- 11 **Governing Law.** This Agreement shall be construed and governed according to the laws of the State of Maryland.
- 12 **Interpretation.** No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.
- 13 **Paragraph Headings.** Paragraph titles or headings contained herein are inserted as a matter of convenience only, and for reference, and in no way define or describe the scope of this Agreement or any provision hereof.
- 14 **Counterparts.** This Agreement shall be executed in two counterparts, both of which shall be deemed an original, but both of which shall constitute one and the same Agreement.

15 ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties, and they shall not be bound by any understandings other than those expressly set forth in this Agreement.

IN WITNESS THEREOF, this Agreement is signed:

- Applied Computer Security Assoc., Inc.

By: _____ Date: _____
 Daniel P. Faigin, Secretary, ACSA

City: _____ County: _____

State: _____

- Student

By: _____ Date: _____
 , Student

Address: _____

City: _____ County: _____ Zip: _____

State: _____

 Telephone