

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

PROFESSIONAL DEVELOPMENT COURSE INSTRUCTOR AGREEMENT

This Professional Development Course Instructor Agreement ("Agreement") is made on July 30, 2013 between Applied Computer Security Associates, Incorporated, having its offices at 2906 Covington Road, Silver Spring, Maryland 20910 ("ACSA") and Mr. Simson L. Garfinkel, ("Instructor"), who are referred to as "the parties."

1 INTRODUCTION

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

- 1.1 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.
- 1.2 The parties desire to develop a contractual basis for Instructor to teach a professional development continuing education course ("Course") for ACSA.
- 1.3 ACSA designates Daniel P. Faigin ("Training Chair") to act as its agent with respect to delivery schedule and quality review only.
- 1.4 The decisions of the Training Chair within the scope of his agency shall be final.
- 1.5 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.

2 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:

- 2.1 **Purpose of Course.** Instructor agrees to present a Course on the subject of "Finding Data Leaks in Applications, Network Protocols, and Systems with Open Source Computer Forensics Tools" at the Annual Computer Security Applications Conference ("Conference") to be held in Orlando, Florida on December 9-13, 2013.
- 2.2 **Presentation of Course.** Instructor agrees to give stated Course at the Conference on Tuesday, December 10, 2013.
- 2.3 **Length of Course.** Instructor agrees to give a full-day course. A full-day course is defined as six (6) hours of instruction; a half-day course is defined as (3) hours of instruction.
- 2.4 **Course Materials.**
 - 2.4.1 *Student Notes.*
 - 2.4.1.1 Instructor agrees to provide a copy ready set of student notes that shall include all vugraphs in the order presented and may include annotations or student exercises.
 - 2.4.1.2 The maximum length of these notes shall be 250 content pages per course day or 125 content pages per half day, unless otherwise negotiated with the conference. Content pages are pages with information content, as opposed to cover pages, title slides, or separation pages. Instructor is encouraged to provide copies of vugraphs in the notes in a reduced size (e.g, two vugraphs per page or annotated). There may be multiple vugraphs per content page.
 - 2.4.2 *Supplement Reading or Textbook*
 - 2.4.2.1 Instructor may also specify either a published textbook or up to 200 pages of supplemental reading material to be provided to the students attending the Course. The page limit may be exceeded with prior approval of the conference.

- 2.4.2.2 If an instructor selects a published textbook, the instructor shall provide the Training Chair with sufficient information to order the textbook (author, title, publisher, ISBN).

2.4.3 Presentation Material

- 2.4.3.1 The conference will provide the following standard Audio-Visual equipment: lapel microphone, overhead projector and/or multimedia projector.

- 2.4.3.2 If the instructor plans to use an overhead projector for the course, the following apply:

- 2.4.3.2.1 Instructor shall provide, at the instructor's expense, transparencies suitable for presentation in teaching the course.

- 2.4.3.3 If the instructor plans to use a multimedia projector with a portable computer instead of transparencies, the following apply:

- 2.4.3.3.1 Instructor shall provide at the time of the third delivery a presentation in a format mutually acceptable between the conference and the instructor.

- 2.4.3.3.2 Instructor shall provide (at the instructor's expense) or otherwise make arrangements for (again, at the instructor's expense) a laptop computer for their session.

- 2.4.3.4 Presentations shall be prepared using mechanical lettering aids or computer-generated, using lettering that is in compliance with the published conference style guidelines.

2.4.4 Copyright Release.

- 2.4.4.1 Instructor shall provide all necessary releases of copyrighted materials and any necessary written permission of the author and/or publisher to utilize such materials.

- 2.4.4.2 Clearance must be provided for any course material (i.e., student notes and or supplemental reading material) to be duplicated by the conference.

- 2.4.4.3 Clearance should provide permission for ACSA or its designee(s) to reproduce the material in sufficient quantities for course purposes.

2.4.5 Reproduction Expenses.

- 2.4.5.1 ACSA shall reproduce student notes and supplemental reading material, if any, for use in conjunction with presentation of the course in a reasonable quantity. Any excess in the quantity produced for the course may be sold by ACSA only at the Conference and ACSA shall receive all profits resulting therefrom.

2.4.6 Delivery of Course Materials.

- 2.4.6.1 Stage One Deliveries:

Due Date: September 23, 2013, 8:00 AM Pacific

- 2.4.6.1.1 Instructor shall deliver to the Training Chair representative sample vugraphs for approximately one hour's worth of presentation by the Stage One delivery due date.

- 2.4.6.1.2 If the material to be provided to the student (i.e., the student notes) differ from the vugraphs, the Instructor shall deliver to the Training Chair samples of the student notes by the Stage One delivery due date.

- 2.4.6.1.3 If supplemental reading notes are to be provided as part of the course, the Instructor shall deliver to the Training Chair a bibliography of such material including length of each article, by the Stage One delivery due date.

- 2.4.6.1.4 If a textbook is to be provided as part of the course, the Instructor shall deliver to the Training Chair a specification of the first and second choice textbooks for distribution to course attendees by the Stage One delivery due date.

- 2.4.6.1.5 Textbooks to be provided shall be identified by title, name and author, name and address of the publisher, international standard book number (ISBN), and any other information to facilitate ordering.

2.4.6.1.6 Representative delivered material (i.e., vugraph samples, student note samples) shall be in the same style and format as will be used during the course.

2.4.6.1.7 The Training Chair shall review stage one deliveries for technical and presentation quality. The Training Chair shall provide comments to Instructor within 15 days of the receipt of the materials.

2.4.6.2 Stage Two Deliveries:

Due Date: November 1, 2013, 8:00 AM Pacific

2.4.6.2.1 Instructor shall deliver to the Training Chair a copy of the course presentation by the Stage Two delivery due date. This shall be in one of the following formats:

2.4.6.2.1.1 A hardcopy of the entire set of vugraphs.

2.4.6.2.1.2 A copy of the file containing the presentation. This file shall be in a format mutually acceptable to the instructor and the Training Chair.

2.4.6.2.2 If student notes differ from the vugraphs, the Instructor shall additionally deliver to the Training Chair the entire set of student notes by the Stage Two delivery due date.

2.4.6.2.3 If supplemental reading materials are being provided, the Instructor shall deliver to the Training Chair the entire set of supplemental reading material by the Stage Two delivery due date.

2.4.6.2.4 Instructor shall deliver to the Training Chair evidence of copyright clearance by the Stage Two delivery due date. This should include clearance from the instructor to reproduce the vugraphs/notes, if necessary.

2.4.6.2.5 Reproduction of material delivered after the Stage Two delivery due date shall be the sole responsibility of Instructor, unless prior approval has been coordinated with the Training Chair.

2.4.6.3 Delivery Format. Material delivered by an Instructor for reproduction shall be delivered in one of the following formats:

2.4.6.3.1 Single-sided hardcopy, suitable for automatic sheet feeding.

2.4.6.3.2 Double-sided hardcopy, suitable for automatic sheet feeding.

2.4.6.3.3 PostScript™ file delivered by Email. The files may be shipped as a uuencoded (or MIME Base64 encoded) compressed file; either Gnu gzip compression or Pkware pkzip compression is acceptable.

2.4.6.3.4 Adobe Acrobat™ PDF Format. Either uuencoding or MIME Base64 encoding is acceptable.

2.4.6.3.5 Any of the following Presentation program formats. Note that it shall be the instructor's responsibility to ensure that the Training Chair has the requisite fonts to adequately reproduce the material to be presented:

(1) Microsoft™ Powerpoint™

(2) Corel™ Presentations™

(3) Lotus™ Freelance™

2.4.6.4 Late Delivery Penalties.

2.4.6.4.1 The delivery schedules for stage one and stage two shall be strictly adhered to and enforced.

2.4.6.4.2 Delivery costs shall be borne by the Instructor.

2.4.6.4.3 If Instructor is late in submission of materials, ACSA shall be entitled to liquidated damages in the sum of \$10 for each day the materials are late. If

the materials for any stage are more than 30 days late, ACSA may, in its sole discretion, cancel the Agreement with Instructor with no penalty to itself.

- 2.4.6.4.4 The Training Chair may waive the late fees or other penalties for good cause shown. However, under no circumstances will the waiver of one breach of delivery schedule be considered a waiver of subsequent breaches of delivery schedule.

2.5 Audio-Visual Equipment and Course Internet Connections.

- 2.5.1 It shall be the responsibility of ACSA to supply an overhead or multimedia projector, screen, and clip-on microphone (upon request) in the room for the presentation of the Course. If the instructor has additional audio-visual requirements, they shall be provided as part of the Stage 2 delivery.
- 2.5.2 If the Training Chair is not informed of additional audio-visual requirements at that time, it shall be the responsibility of Instructor to provide any additional audio-visual or instructional equipment.
- 2.5.3 Please note: ACSA *does not* guarantee Internet Access within the room for the presentation. If such access is required, please coordinate with the Training Chair. If the conference is not providing meeting room access, it is the instructor's responsibility to arrange for such access and to cover the costs of the access.

2.6 Instructor

2.6.1 Independent Contractor.

- 2.6.1.1 Instructor shall be treated as an independent contractor.
- 2.6.1.2 Instructor is not an agent or employee of ACSA for any purpose and shall not hold himself out as such.
- 2.6.1.3 Instructor shall not enter into any agreement or incur any obligation on behalf of ACSA nor commit ACSA in any way and should Instructor do so, Instructor shall be personally liable therefor.
- 2.6.2 *Subcontracting Prohibition.* Instructor may not subcontract any part of the services to be provided without the express documented consent of ACSA.
- 2.6.3 *Professionalism.* Instructor agrees to perform teaching assignments and other assignments under this Agreement according to the highest standards of professionalism and behavior and to undertake all reasonable efforts to protect the good name of ACSA.

2.7 Cancellation of Course

- 2.7.1 *Procedure.* ACSA may cancel any previously scheduled course or seminar by written notice to Instructor, provided said cancellation is done at least one week prior to the date that the Course was to have been given. Cancellation may also be done orally, provided that a written cancellation is dispatched within 24 hours. The use of a facsimile machine or telecopier to transmit the written cancellation is expressly permitted.
- 2.7.2 *Grounds.* ACSA may cancel a scheduled presentation for lack of sufficient registration, for unacceptably low quality, or for any other good faith factor which necessitates cancellation. Lack of sufficient registration shall be deemed to mean less than ten preregistrations. Unacceptably low quality shall be decided by the Training Chair in his sole discretion.

2.8 Termination of Agreement.

- 2.8.1 ACSA expressly reserves the right to terminate this Agreement, in whole or in part, at its convenience by written notice to Instructor.
- 2.8.2 The termination shall be without prejudice to any claims ACSA may have against Instructor for default or other reason.
- 2.8.3 Upon termination, the sole obligation of ACSA shall be to reimburse Instructor for services actually performed up to the date of the termination (not to exceed the sum of \$200.00) and for any documented costs incurred by the Instructor.
- 2.8.4 Termination shall not relieve Instructor of his/her continuing obligations under this Agreement.
- 2.9 **Intellectual Property Rights.** The rights of all materials developed for presentation or publication, whether or not actually presented, shall reside in Instructor.

2.10 Conflicts of Interest.

- 2.10.1 Instructor agrees that (s)he will not, while performing under this Agreement, create a conflict of interest which may prove detrimental to the interests of ACSA.
- 2.10.2 The responsibility to notify ACSA of any potential conflict of interest shall be in Instructor. ACSA agrees to promptly evaluate and notify Instructor of its decision within one week of its receipt by ACSA.

2.11 Indemnity.

- 2.11.1 Instructor shall indemnify and hold ACSA harmless from any liability for injury or damage caused by Instructor to persons or property during the performance of this Agreement.
- 2.11.2 Neither the existence nor the assent of ACSA to the types or limits of insurance carried by Instructor shall be deemed a waiver or release of Instructor's liability or responsibility under this Agreement.
- 2.12 **Insurance.** If the instructor will be using an automobile for conference purposes, such as a personal vehicle used for transportation to/from the conference, Instructor 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.

2.13 Honorarium.

- 2.13.1 A teaching day consists of approximately six hours of instruction, exclusive of coffee and lunch breaks. The honorarium shall be dependent on the number of registered attendees on the day of the course. If there are under 10 registered attendees as of the start of the course, the honorarium shall be \$1,000.00 for a full-day courses, and \$500.00 for a half-day course. If 10 or more registered attendees as of the start of the course, the honorarium shall be \$2,000.00 for a full-day courses, and \$1,000.00 for a half-day course.
- 2.13.2 The honorarium shall be payable to the instructor of record (primary instructor). If the honorarium is to be paid instead to another party, please complete the information at the end of this contract.
- 2.13.3 By *prior* documented arrangement with the Training Chair, the honorarium may be instead used as an expense reimbursement for the following items:
- Additional conference attendance nights for the Instructor
 - Payment of conference technical program fees for the Instructor
 - Payment of travel expenses (as detailed in Section 2.14.6) for supporting instructors approved by the Training Chair
- Any honorarium remaining after payment of the expense reimbursement will go to the instructor of record, unless other arrangements have been made.
- 2.13.4 The recipients of any honorarium will be responsible for any tax resulting from the payment of the honorarium to the recipient. The conference will issue the appropriate tax documentation to the recipients.

2.14 Expenses.

- 2.14.1 Course expenses shall cover only a single "individual", which is presumed to be the instructor.
- 2.14.2 If multiple individuals are actually teaching the course, the following rules apply:
- 2.14.2.1 Nominally, only one individual's travel expenses shall be covered in each travel category (transportation, meals, lodging).
- 2.14.2.2 If the number of students registered for the course, as of the start of the course, is 20 or more, then the conference shall cover the expenses for an additional individual's travel, subject to the same rates and restrictions as the primary individual covered.
- 2.14.2.3 With respect to additional instructors whose travel is not covered per Section 2.14.2.2, coverage of travel expenses for additional individuals involved with course presentation shall be the responsibility of the contracted instructor, unless otherwise coordinated as described in Section 2.13.3.

- 2.14.2.4 The contracted instructor shall coordinate with the Training Chair as to the allocation of travel expenses to individuals teaching the course. The Training Chair shall have the authority to approve or disapprove the proposed allocation.
- 2.14.3 The instructor shall submit to ACSA an itemized statement within 30 days of return.
- 2.14.4 The instructor shall submit the statement of expenses using a form provided by ACSA.
- 2.14.5 The instructor shall provide receipts for all meals in excess of \$15.00 and all other expenses in excess of \$25.00.
- 2.14.6 Expenses shall be payable as follows:
 - 2.14.6.1 *Airfare.*
 - 2.14.6.1.1 Instructor 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.
 - 2.14.6.1.2 Instructor 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.
 - 2.14.6.1.3 Instructor 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.
 - 2.14.6.1.4 In the case of a significant difference (i.e., over \$200) between the total cost of the advance purchase Saturday-night stayover fare (i.e., including hotel) and the advance purchase fare without such a stayover, the conference has the option to request the instructor to use the Saturday-night stayover. If the conference requests a Saturday-night stayover, the conference is responsible for any additional hotel nights.
 - 2.14.6.1.5 If an instructor purchases an advance fare ticket for which a change fee is assessed when travel plan changes, conference will reimburse the instructor for one change of travel plans.
 - 2.14.6.1.6 If a course is cancelled and the instructor of that course had purchased non-refundable tickets, conference will reimburse the instructor for the cost of those tickets.
 - 2.14.6.2 *Lodging.*
 - 2.14.6.2.1 Conference shall reimburse the instructor for one night of lodging in the conference hotel for each half-day of course instruction.
 - 2.14.6.2.2 **It is the responsibility of the instructor to make hotel reservations.** Instructor is required to reserve their hotel room by the advance registration deadline.
 - 2.14.6.2.3 Lodging reimbursement shall not exceed, per night, the conference lodging rate negotiated with the hotel.
 - 2.14.6.3 *Meals.*
 - 2.14.6.3.1 Conference shall reimburse the instructor for the actual cost of meals not provided by the conference, up to the Department of Defense per-diem for the conference city, per day.
 - 2.14.6.4 *Transportation.*
 - 2.14.6.4.1 Conference shall reimburse the instructor for the most economical method of ground transportation between airport and hotel in which Course is presented. 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.

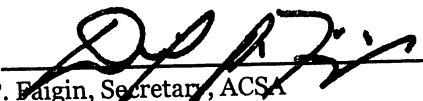
- 2.14.6.4.2 Conference shall reimburse the instructors for use of a personal vehicle used to drive to airport in the Instructor's home area or other agreed driving at the IRS mileage reimbursement rate for the year in which the course was presented.
- 2.14.6.5 *Other Expenses.*
- 2.14.6.5.1 Conference shall reimburse the instructor for any nightly internet access charges from their hotel room, at the same rate paid by other conference attendees.
- 2.14.6.5.2 Other expenses require prior approval by the Training Chair. If prior approval is not obtained, approval for reimbursement is at the sole discretion of the Training Chair.
- 2.15 **Special Conditions.** The following special conditions apply to this contract:
- None
- 2.16 **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 can not 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.
- 2.17 **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.
- 2.18 **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.
- 2.19 **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.
- 2.20 **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.
- 2.21 **Governing Law.** This Agreement shall be construed and governed according to the laws of the State of Maryland.
- 2.22 **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.
- 2.23 **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.
- 2.24 **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.

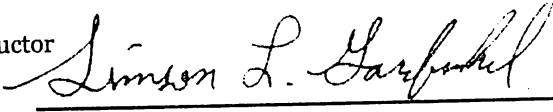
3 ENTIRE AGREEMENT.

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: 8/5/2013
Daniel P. Paigin, Secretary, ACSA
City: EL SEGUNDO County: LOS ANGELES
State: CALIFORNIA

- Instructor  Date: 2013-08-14
By: Mr. Simson L. Garfinkel, Instructor
1186 N Utah Street
Address: _____

City: _____ County: Arlington Zip: 22201
State: VA
202-649-0029
Telephone 177-40-6893

Tax ID Number (SSN)

Reminder: Per §2.13.4, the recipients of any honorarium will be responsible for any tax resulting from the payment of the honorarium to the recipient. The conference will issue the appropriate tax documentation to the recipients. Normally, this payment is to the instructor. Per §2.13.2, if the honorarium from this course is to paid to another party, please complete the following:

Name: _____
Address: _____

Tax ID#: _____

Signed with the understanding that this agreement is covered by Simson Garfinkel's "Outside Employment/Professional Activity" agreement with NPS as of 13 August 2009. If NPS does not renew the agreement, Dr. Garfinkel will not be able to satisfy the terms of this agreement.