



Security Research Legal Defense Fund

Grant Agreement

Security Research Legal Defense Fund – Security Researcher

This Grant Agreement (the “**Agreement**”), is made effective as of _____, 20____, (the “**Effective Date**”), by and between Security Research Legal Defense Fund, Inc. (“**Grantor**”), a Delaware nonstock corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and _____ (“**Security Researcher**”).

WHEREAS, Grantor’s purpose is to advance cybersecurity by providing resources and support to persons who conduct testing and investigate security flaws or vulnerabilities in good faith and seek to help correct such gaps by alerting companies and/or the public regarding such flaws or vulnerabilities (each such person, a “**good-faith security researcher**” or and such work, “**good-faith security research**”);

WHEREAS, Grantor offers financial assistance to persons who satisfy the criteria established by Grantor as qualifying as a good-faith security researcher and who needs assistance in paying legal counseling or defense expenses for actual or anticipated claims associated with the researcher’s good-faith security research (the “**Program**”);

WHEREAS, Security Researcher has requested Grantor to provide financial assistance for Security Researcher’s legal counseling or defense expenses and has provided all information as requested by Grantor to determine if Security Researcher qualifies for the Program;

WHEREAS, based on the information provided by Security Researcher, Grantor has determined that Security Researcher qualifies for eligibility for the Program; and

WHEREAS, the above recitals shall constitute part of this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant Funds**. Grantor agrees to pay \$_____ (the “**Grant Funds**”) to the attorney identified by Security Researcher (“**Legal Representative**”) to help pay legal expenses associated with actual or anticipated claims against Security Researcher arising out of or caused by Grant Recipient’s good-faith security research (the “**Claims**”). After Security Researcher notifies Grantor in writing that Security Researcher has entered into an engagement letter with Legal Representative, Grantor will disburse the Grant Funds to Legal Representative.

2. Representations of Security Researcher.

- a. Security Researcher represents and warrants that all information that Security Researcher has provided to Grantor is accurate, including but not limited to the circumstances regarding the conduct that gave rise to the Claims.
- b. Security Researcher represents and warrants that Security Researcher is not on the list of the Specially Designated Nationals and Blocked Persons List or on any other U.S. government restricted party lists. Security Researcher also represents and warrants that Security Researcher is not subject to Office of Foreign Assets Control sanctions, has not violated U.S. sanctions or export control laws, and is not otherwise restricted by law from receiving the Grant Funds.
- c. Security Researcher understands that Grantor is solely providing financial assistance to Security Researcher and has not and will not be providing legal services to Security Researcher. Security Researcher also understands that Grantor is not obligated to provide any additional funds or support other than as expressly set forth in this Agreement.

3. Remedies. Grantor reserves the right to discontinue, modify, or withhold any payments to be made under this Agreement or to require Security Researcher to refund Grantor a total or partial refund of any Grant Funds paid to Legal Representative if:

- 3.1. Security Researcher has breached any of the warranties and representations set forth in this Agreement;
- 3.2. Such action is necessary, as determined in Grantor's sole discretion, to comply with the requirements of any law or regulation applicable to Security Researcher, Legal Representative, Grantor, or this grant; or
- 3.3. By action or omission, Security Researcher, Legal Representative, or any of Security Researcher's representatives or agents has committed fraud with respect to Security Researcher's participation in the Program, or any report or communication to Grantor is found by Grantor to be inaccurate or misleading in any material respect in either its statements or omissions.

Grantor does not waive any additional rights it may have beyond this refund.

4. Public Acknowledgement and Confidentiality.

- 4.1. Notwithstanding anything to the contrary, Security Researcher acknowledges that part of Grantor's mission is to educate the public regarding the importance of good-faith security research. In connection with this work, the parties agree that both Security Researcher and/or Grantor may make public the fact that Grantor is supporting Security Researcher and Security Researcher's good-faith security research via the Program.

- 4.2. Security Researcher acknowledges Grantor will enter into a separate agreement with Legal Representative regarding the terms and conditions associated with the Grant Funds provided to Legal Representative, including but not limited to the aggregate amount of Grant Funds that will be provided to Legal Representative.
- 4.3. Security Researcher agrees not to share attorney-client privileged communications with the Grantor.
5. Indemnification. Each party (the “**Indemnifying Party**”) shall indemnify and hold harmless the other party, its officers, directors, employees, and agents from and against all claims, actions, costs, expenses, or liabilities arising out of or caused by (a) the negligence, omissions, or willful misconduct of the Indemnifying Party, its agents, affiliates, or employees; (b) the Indemnifying Party’s breach of this Agreement, or any covenants, representations or warranties herein; or (c) any infringement of the intellectual property rights of a third party including patent, copyright, trademark, trade secret, or other proprietary right by the Indemnifying Party.
6. Survival of Terms. The following provisions of this Agreement, together with any other provisions of this Agreement that by their terms or nature are intended to survive termination or expiration of this Agreement, shall survive and remain in effect after any such termination or expiration: Section 2 (“Representations of Grant Recipient”); Section 4 (“Public Acknowledgement and Confidentiality”); and Section 5 (“Indemnification”).
7. Notices. All notices, demands, and other communications under this Agreement shall be in writing and shall be delivered in person or deposited in the U.S. Mail, certified or registered, with return receipt requested, or electronic mail as follows.

If to Grantor, to:

Security Research Legal Defense Fund

ATTN: _____

Email: _____

If to Grant Recipient, to:

ATTN: _____

Email: _____

8. Governing Law. This Agreement, and its validity, construction and performance shall be governed by and construed in all respects under the laws of the District of Columbia without regard to the laws that would otherwise apply under applicable choice-of-law principles. The

parties hereto agree to submit to the exclusive jurisdiction of the courts located in the District of Columbia in connection with any matters arising out of this Agreement and to waive any objection to the propriety or convenience of venue in such courts.

9. Waiver. No waiver of any term or provision of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision, of this Agreement.
10. Headings. The headings in this Agreement are for the convenience of reference only and are not substantive parts of this Agreement nor shall they affect its interpretation.
11. Severability. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. Assignment. This Agreement and the obligations hereunder may not be assigned by either party without prior written approval from the other party.
13. Entire Agreement; Modifications. This Agreement sets forth all of the agreements and understandings between the parties hereto with respect to the subject matter hereof, and supersedes and terminates all prior agreements and understandings between the parties with respect to the specific subject matter hereof. There are no agreements or understandings with respect to the subject matter hereof, either oral or written, between the parties other than as set forth herein. Except as expressly set forth in this Agreement, no subsequent amendment, modification or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by the respective authorized representatives of the parties.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Security Research Legal Defense Fund,
Inc.**

By:

By

Signature

Signature

Print Name

Print Name

Title

Date

Date