

# OWASP Certification Project Confidentiality Agreement

## Purpose

The purpose of this Agreement is to ensure the confidentiality of information learned from, or provided by you, from/to the Open Web Application Security Project, Inc. [OWASP] ("The Organization").

## Assets

During the course of your association with the organization, you may have access to certain processes, databases and examination resources developed by, for or used by the organization (the "Confidential Information"). The Confidential Information is a valuable asset of the organization; it represents a significant expenditure of time, effort, money and creative skills, and therefore has to be protected from unauthorized access, use and disclosure. "Confidential Information" includes but is not restricted to procedures and process, databases, supporting documents, current and future examination item banks and all protected areas of the OWASP Website.

You may only use Confidential Information for the purpose of pursuing your activities assigned duties as outlined below:

Confidential Information must not be disclosed to unauthorized individuals or entities during or following your association with the Organization without prior written consent from the Board of Directors of OWASP.

## Disclosure of Confidential and Proprietary Information

Upon termination of your association with the organization or the completion of your work for or on behalf of the organization, you must return all property, including documentation, media and other assets belonging to the organization including but not limited to the Organization including but not limited to Confidential Information, to your Board liaisons, Manager, Committee Chair or member of the Board of Directors.

Upon termination of your association with the Organization or the completion of your work for or on behalf of the Organization, you agree not to use or disclose any confidential information.

## Protection of Information

You agree that any item writing questions submitted are your original work and have not been published or otherwise disclosed in any public forum.

Any Confidential Information, regardless of its format and storage medium must be protected from intentional or accidental disclosure. You must provide the best protection possible for the Confidential Information. Paper documents must be stored in a safe and secured place where only you can access them. When no longer needed, such documents must be returned to the organization. Electronic Confidential Information must be encrypted or otherwise protected from unauthorized access. Storage media used to store confidential information must be securely erased/wiped before being reused for other purposes, disposed of, or given to another individual.

The Organization can provide you with software that can be used to encrypt Confidential Information on computers, laptops, and storage devices if you do not have such software. You should provide your manager, Committee Chair or Board liaisons with any password/pass phrases used to encrypt Confidential Information, you must use the software in accordance with the software license agreement and you must discontinue to use the software once you terminate your relationship with the Organization.

## Miscellaneous

The duties of confidentiality and non-use shall extend during your association with the organization and in perpetuity thereafter.

Both you and the Organization acknowledge that actual or threatened violation of this agreement may not be adequately remedied by any action of law and that actual threatened violation of the provisions of this agreement may cause irreparable harm that could not be adequately compensable by monetary damages. In addition to other relief, it is agreed that specific performances as well as temporary and permanent injunctive relief may be appropriate remedies to prevent any actual or threatened violation of such provisions.

Nothing in this agreement shall be construed as granting you any license with the respect to the Confidential Agreement.

If any provision of this Agreement is declared void or unenforceable, such provisions will be severed from the agreement and the balance of the agreement will remain in force and effect.

There are no understandings, agreements or representations, expressed or implied, not specified herein. This Agreement represents the entire agreement between us and may not be amended, nor may the performance of any of its provisions be waived, except by an instrument in writing signed and both of us, in case of an amendment, or by the party to be bound, in the case of a waiver.

This Agreement shall be governed by the laws of the State of Connecticut applicable to contracts entered into and be wholly performed within said state, without reference to choice or conflict of law rules that otherwise applicable. We each consent and agree that the Connecticut State Courts and/or the United States Federal District Court sitting in Connecticut shall have sole and exclusive jurisdiction to resolve any interpretation, construction, breach, dispute to other controversy arising out of, connected with or associated with this Agreement.

**I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF CONFIDENTIALITY AND  
UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT  
OTHERWISE MAY EXIST.**

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Participant Name

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Participant Signature

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Participant Signature Date

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Email Address

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Full Mailing Address (Street, City, State, Country)

Fax to:

707.982.0410

Mail to:

James McGovern  
OWASP C/O The Hartford  
Mail Stop: NP5  
One Hartford Plaza  
Hartford CT. 06115