



Security Research Legal Defense Fund

Grant Agreement

Security Research Legal Defense Fund – Security Researcher’s Legal Representative

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 _____ (“**Grantee**” or “**Security Researcher’s Legal Representative**”).

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 need 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 financial assistance from Grantor to help pay Security Researcher’s legal counseling or defense expenses for actual or anticipated claims associated with the Security Researcher’s good-faith security research (the “**Claims**”), and has directed Grantor to make such grant to Grantee;

WHEREAS, Grantor is making this grant to Security Researcher’s Legal Representative to assist payment of legal counseling or defense expenses of Security Researcher; 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 Purposes. The purpose of this grant is to fund legal expenses associated with counseling or defending Security Researcher for actual or anticipated claims associated with such person’s good faith security research (the “**Grant Purpose**”).
2. Grant Period. This Agreement and the performance of the activities hereunder shall commence as of the Effective Date and shall be completed by _____, unless earlier terminated as provided in this Agreement (“**Grant Period**”).

3. Grant Funds. Grantor agrees to pay to Grantee the sum of _____ (\$ _____), (the “**Grant Funds**”) under the terms and conditions set forth in this Agreement. Grantee agrees that the Grant Funds will solely be used for the Grant Purpose.
4. Payment. The Grant Funds will be disbursed to Grantee as follows:

Amount	Date Payable
\$	Within ten days of receiving written notification from Security Researcher that Grantee and Security Researcher have signed an engagement letter.
\$	
\$	
\$	Upon completion of

Grantor reserves the right to discontinue, modify, or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant Funds if, in Grantor’s sole discretion, such action is necessary:

- (1) because the Grantee has not fully complied with the terms and conditions of this Agreement;
- (2) to comply with the requirements of any law or regulation applicable to Grantee, Security Researcher, Grantor, or this grant;
- (3) because Grantee has breached any of the warranties and representations set forth in this Agreement; or
- (4) because, by action or omission, Security Researcher, Grantee, or any of Grantee’s representatives, agents or collaborating persons or institutions, have committed fraud with respect to the grant or Grant Purpose to be supported by Grant Funds, or any report or communication to the Grantor is found by the 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.

5. Expenditure of Funds. Grantee will keep and maintain records of expenditures adequate to readily verify the use of Grant Funds. Vouchers, bills, invoices, canceled checks, receipts, or other such evidence or records of expenditures will be retained by Grantee after the close of the Grant Period and will be available for inspection by the Grantor at any time upon reasonable request of the Grantor. The Grantor may, at any time and at its own expense, examine, audit, or have audited the records of the Grantee insofar as they relate to activities supported by the Grant Funds or carried out pursuant to this Agreement.

Any portion of Grant Funds unexpended at the completion of the Grant Period shall be returned promptly to the Grantor.

6. Representations of Security Researcher's Legal Representative.
 - 6.1. Grantee represents and warrants that Grantee has all necessary licensure to provide legal representation to Grant Recipient for the Claims.
 - 6.2. Grantee represents and warrants that Grantee is not on the list of the Specially Designated Nationals and Blocked Persons List or on any other U.S. government restricted party lists. Grantee also represents and warrants that Grantee 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.
 - 6.3. Grantee understands that Grantor is not obligated to provide any additional funds or support other than as expressly set forth in this Agreement.
7. Public Acknowledgement and Confidentiality.
 - 7.1. Notwithstanding anything to the contrary, Grantee 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 the Security Researcher and the Security Researcher's good-faith security research via the Program.
 - 7.2. Grantee acknowledges Grantor will enter into a separate agreement with Security Researcher regarding the terms and conditions associated with the Grant Funds provided to Grantee.
 - 7.3. Grantee agrees not to share attorney-client privileged communications with Grantor.
8. 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 the Indemnifying Party's breach of this Agreement, or any covenants, representations or warranties herein.
9. Termination.
 - 9.1. Termination for Convenience. Either party may terminate this Agreement for any or no reason at any time upon thirty days' written notice to the other party.
 - 9.2. Termination for Cause. Either party may terminate this Agreement at any time if the other party fails to adhere to the terms and conditions of this Agreement and does not cure such failure within a period of thirty calendar days after receipt of written notice from the party specifying such failure or the other party has breached a representation or warranty as provided herein.
 - 9.3. Effect of Termination. Grantee shall provide to Grantor no later than sixty days following termination a financial accounting of the receipt and disbursement of all Grant

Funds by Grantee and a final report of the use of such funds as of the effective date of termination, including, upon request, relevant records and supporting documentation not protected by attorney-client privilege. Any Grant Funds not expended prior to the effective date of termination shall be promptly returned to Grantor. In the event of termination by Grantor for cause in accordance with Section 9.2 of this Agreement, all Grant Funds disbursed to Grantee shall be promptly returned to Grantor.

10. 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 4 (“Payment”); Section 5 (“Expenditure of Funds”); Section 6 (“Representations of Grantee”); Section 7 (“Public Acknowledgement and Confidentiality”); and Section 8 (“Indemnification”).

11. 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:

ATTN: _____

Email: _____

If to Grantee, to:

ATTN: _____

Email: _____

12. 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.

13. 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.

- 14. 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.
- 15. 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.
- 16. Assignment. This Agreement and the obligations hereunder may not be assigned by either party without prior written approval from the other party.
- 17. 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.

* * *

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	Title
_____	_____
Date	Date
_____	_____