



CYBER RISK
INSTITUTE

REQUEST FOR PROPOSAL

CYBER RISK INSTITUTE

TABLE OF CONTENTS

	<u>Page</u>
1. INTRODUCTION	1
2. REQUEST FOR PROPOSAL OVERVIEW	2
2.1. Project Overview	2
2.2. Authority	2
2.3. Purpose	2
2.4. Confidentiality	2
3. PROJECT BACKGROUND AND BUSINESS NEEDS	3
3.1. Business Problem Statement	3
3.2. Statement of Need	3
4. REQUIREMENTS FOR THE CRI PROFILE PLATFORM	3
4.1. Infrastructure	3
4.2. Interface	3
4.3. Workflow	4
4.4. Output	4
4.5. Security	5
5. SOLUTION IMPLEMENTATION, END-USER TRAINING, AND POST- IMPLEMENTATION SUPPORT REQUIREMENTS	5
6. INSTRUCTIONS TO BIDDERS	6
6.1. RFP Timeline	6
6.2. Contacts with CRI Personnel	7
6.3. RFP Response Delivery	7
6.4. Response Guidelines	7
6.5. Method of Award	10
6.6. Evaluation Criteria	10
6.7. Selection of Finalists	10
6.8. Thank You	11
APPENDIX A – RFP RESPONSE TERMS AND CONDITIONS	12
APPENDIX B – BIDDER RSVP AND RESPONSES TO PRE-QUALIFICATION CHECKLIST ..	17
APPENDIX C – PROPOSAL CERTIFICATION AND ACCEPTANCE OF RFP TERMS AND CONDITIONS	18
APPENDIX D – BUSINESS INFORMATION	19
APPENDIX E – CUSTOMER REFERENCES	20
APPENDIX F – SERVICES CONTRACT TERMS	21

1. INTRODUCTION

The Cyber Risk Institute (“CRI”) is working to protect the global economy by enhancing cyber security and resiliency through standardization. As a not-for-profit coalition of financial institutions and trade associations, we house and maintain the Financial Services Cybersecurity Profile (“the Profile” or “Profile”) — the benchmark for cybersecurity and resiliency in the financial services industry. This ever-evolving and concise list of assessment questions is based on the intersection of global regulations and cyber standards, such as those from the International Organization of Standards (“ISO”) and the National Institute of Standards and Technology (“NIST”).

CRI is seeking the development and implementation of a web-based solution that will enable the presentation of the questions from the Profile at scale. This Request for Proposal (RFP) outlines the requirements for such a solution and the requested method to respond. Throughout this RFP (and as further described below), the intended final product is referred as the “CRI Profile Platform.” This name is chosen to differentiate this product from the existing Profile offered by CRI. This is not expected to be the formal, marketable name of this end product. Instead, CRI intends to identify a name and develop corresponding branding for this product at some future point with approved partners.

This document is divided into:

- Section 1: Introduction and Purpose
- Section 2: RFP Overview
- Section 3: Project Background and Business Needs
- Section 4: Requirements
- Section 5: Solution Implementation Plan
- Section 6: Instructions to Bidders
- Appendix A through G

The specific requirements for this RFP are detailed in Section 4. However, the following attributes form essential contours of the CRI Profile Platform:

Interoperability and Exportability

As an assessment tool, the CRI Profile Platform is designed to ease the compliance process for Industry and to improve the communication between regulators and firms around cybersecurity. To achieve this, the CRI Profile Platform must be able to accept input and provide output compatible with popular governance, risk and compliance tools (e.g., RSA Archer, Services, etc.) and to present a completed set of designated Profile information as determined by CRI.

Evidencing

The Profile presents diagnostic statements that must be answerable with ease and confidence. This will require the ability to seamlessly import and integrate evidence and artifacts to demonstrate compliance. The CRI Profile Platform must therefore have the ability to incorporate evidence into a completed profile via links to internal files or uploading of documents into the Platform.

Benchmarking

The ability to make cross-industry comparisons and gain broad but actionable insights sits at the heart of the value of the CRI Profile Platform. In developing the CRI Profile Platform, it is critical that users be able to contextualize their answers to the diagnostic statements through analytical tools and benchmarking tools.

Evolution

The CRI Profile Platform will evolve to keep up with the regulatory landscape. The online Platform must therefore be developed in a way that eases the iterative process and anticipates continued change to the CRI Profile Platform, supporting guidance, and needs of the users.

2. REQUEST FOR PROPOSAL OVERVIEW

2.1. Project Overview

CRI is engaging in a product development initiative to facilitate the mission of the organization and allow CRI to build a sustainable business model in the ever-evolving regulatory environment where it serves banking institution members.

2.2. Authority

This document was prepared by the staff of CRI with significant contributions from the American Bankers Association (“ABA”) and approved by the organization’s Management Board and Finance and Operations Committee.

2.3. Purpose

The objective of this RFP is to solicit proposals and enter into a contract with a qualified professional services provider to deliver a web-based cybersecurity assessment solution derived from the CRI Financial Services Cybersecurity Profile, commonly referred to in the relevant industry as the “FSSCC Profile” or the “FSP.” In its current form, the Profile is used by hundreds of banks across four continents. As noted above, this web-based tool is referenced herein as the “CRI Profile Platform.”

For reference, the Profile can be found at <https://cyberriskinstitute.org/the-profile/>.

RFP respondents will provide CRI with a baseline of the fees and costs associated with the submitted solution(s) and implementation with the understanding that the solution and associated fees and costs will likely need to be set at a flat fee (by a mutually agreed-upon time period) and with the amount further refined based on subsequent clarification from CRI. CRI recognizes that potential scope changes throughout the process are possible. However, CRI prefers a fixed-price structure.

As further described below, this document does not commit CRI to contract for any service, supply, or subscription whatsoever. Further, CRI will not reimburse any costs incurred because of participation in responding to the RFP. All costs associated with responding to the RFP solely reside with the responding party.

2.4. Confidentiality

All information included in this RFP is considered confidential and intended only for use by responders. No information included in this document, or in discussions related to CRI’s

solution selection effort, may be disclosed to another party or used for any other purpose without the express consent of CRI.

3. PROJECT BACKGROUND AND BUSINESS NEEDS

3.1. Business Problem Statement

The Cyber Risk Institute (CRI) is a coalition of financial institutions working with the regulatory community to streamline the cyber regulatory compliance and assessment process through the use of the Profile. CRI members represent the full range of institutions across the financial services industry.

Currently, the users of the Profile rely on a lengthy, macro-enabled MS Excel worksheet to complete their cybersecurity assessment for bank examinations, risk management, and supervisory purposes. To better meet the organization's needs, CRI seeks to evaluate a new solution to integrate the existing content and provide a platform for future iterations of the Profile into a web-based solution leveraging a user interface offering a superior user experience and utility.

3.2. Statement of Need

The fundamental goal(s) of the CRI Profile Platform is to:

- Encourage the uptake and use of the Profile, a harmonized financial services approach to cybersecurity based on the NIST Cybersecurity Framework, among others;
- Improve the efficiency and use of resources needed to complete cybersecurity assessments reducing manual processing, reliance on spreadsheets, and the lack of automation; and
- Enhance business continuity and enterprise risk management through cloud-based tools, located anywhere and on any device.

4. REQUIREMENTS FOR THE CRI PROFILE PLATFORM

The following section describes the requirements for the CRI Profile Platform. The initial scope of the web-based solution includes, but is not limited to, the following:

4.1. Infrastructure

The platform must have the following infrastructure-related elements:

- Availability of development, test, and production environments.
- Redundant, disaster-resistance implementation using an industry-leading cloud service provider.
- Backup and recovery capabilities for the Platform software itself and any information not stored locally by the assessment taker.
- Backups that are captured weekly and are available for one year on a rolling basis.
- Ability to purge data after a predetermined retention period.

4.2. Interface

The Platform interface must lead users through the approximately 9-question impact questionnaire, customize the number of diagnostic questions based on the responses to the impact questionnaire, review each of the 136-188 Profile assessment questions in a user-friendly manner, and incorporate the archival of examination evidence, materials, policies, and

reports corresponding to the appropriate underlying assessment question. The Platform is also expected to include or address the following:

- Web-based, user-friendly interface representing the existing MS Excel worksheet to facilitate cybersecurity assessment, risk management, and preparation for IT examinations.
 - Support by all major browsers used in the United States and otherwise capable of being used generally on an international basis.
- All text to be in the English language.
- Meet ADA Accessibility Standards.
- Capture and store user profile information.
- Ability to accept, defer, and waive payment information.
- Offer cross-references to regulatory or source materials through hyperlinks or incorporated archive or library.
- Transform answers from completed FFIEC Cybersecurity Assessment tool (CAT) to the Profile to ease initial completion of the Profile assessment and vice versa.
- Ability to update the dashboard and provide update notices when the Profile is updated or revised.
- Ability to incorporate later Profile-specific maturity model (pending revision for 2021).
- Create and manage user profiles to support login and privacy requirements as appropriate (e.g., California Consumer Privacy Act (CCPA)) and to allow delegation of assessment sections/questions to specific users.
- Denote dependencies between questions.

4.3. Workflow

The Platform should provide a logical and easy-to-follow workflow that includes the following:

- User profile creation — for first-time entry.
- Presents the initial impact questionnaire that identifies the bank's Risk Tier (1– 4) based on responses.
- Customizes the number of Profile assessment questions based on the identified Risk Tier (e.g., Risk Tier 3 = 188 assessment questions; Risk Tier 4 = 136 assessment questions).
- Allows user to modify assessment questions at any point prior to final submission.
- Saves the workflow/assessment form to allow user to continue and/or submit later.
- Submits a final assessment with related evidence.
- Updates assessment answers over time.

4.4. Output

Create secondary uses for data held in the dashboard to assist banks in the sharing and management of their cybersecurity posture and compliance, including delegation of compliance duties, maturity models, anonymized analysis and peer comparison, and prioritization of risk mitigation and response.

- Interoperable input and output data formats with similar tools (e.g., RSA Archer, ServiceNow, etc.)
- Data integrity capabilities to ensure the integration fields/data capture is maintained consistently in design.
- Produce summaries appropriate for board-level reports and external examiners.
- Export results (e.g., pdf or csv file) for import and processing by external programs.

- Ability to print individual responses, and in “workbook” style for use in examinations, reporting, or audit.
- Ability to upload and save or archive evidence.
- Capacity to store data locally on a user-controlled system, or externally in an access-controlled cloud environment.
- Sharing assessment data
 - Ability to share/assign individual assessment questions and/or tasks with authorized personnel, including third parties.
- Anonymized peer analysis (i.e., benchmarking)
 - Share anonymized assessment results with third party for peer analysis.
 - Easy “push button” option to anonymize data and share with designated third party.
- Prioritization and analysis of assessment results and mitigation
 - Analyzes and prioritizes areas of focus and risk mitigation along with recommended best practices and available materials.

4.5. Security

The cybersecurity controls implemented in and around the Platform must reflect the sensitive nature of the information being captured and held, and must reflect the high standards held within the financial services industry.

The Platform must be able to demonstrate compliance with NIST standards at the MODERATE level for confidentiality, integrity, and availability as defined by NIST FIPS 199. For completion and emphasis, the follow requirements are highlighted as essential:

- Multi-factor authentication.
- Federated identity — allowing end-users and partners to log in to the Platform via their own firm’s credentials, rather than requiring the platform to issue credentials.
- Ability to define and assign security roles to users that separate access to the interface, information (e.g., evidence, answers, and what the answers reveal), and reports.
- Encryption of all information in transit and at rest.
- Anonymization and obfuscation of participating users.
- Continuous monitoring for anomalous activity and files, including, but not limited to:
 - access failures;
 - system configuration changes;
 - malware; and
 - data transfers.

5. SOLUTION IMPLEMENTATION, END-USER TRAINING, AND POST-IMPLEMENTATION SUPPORT REQUIREMENTS

CRI seeks a partner with the ability to assist in implementation, training, revision, and updates that ensure the CRI Profile Platform is a success.

With your response, please consider providing answers and details on the following:

- Describe your ability to assist in implementation, end-user testing and training, and post-implementation user assistance.
- Are you available for collaborative marketing, webinars, and in-person user training at conferences?

- What is your capacity to offer “help desk” assistance for new users?
- What are your timeline, workplan, and fees for later revisions and updates to the Platform?

Consider the areas listed below and include key activities, descriptions, deliverables, timelines, and fees. Include also any key assumptions that CRI should be aware of when reviewing the overall implementation, end-user training, and post-implementation approach, timeline, and fees. Ensure fee estimates are separated out according to the categories listed below to clearly show allowable capital costs (indicated by an asterisk*).

- Software Configurations, revisions, and updates*
- Security Configurations and updates to meet evolving standards*
- Development*
- Enhancements and Modifications*
- Data Integration Support
- User Acceptance Testing*
- Comprehensive Training — System Administrations and End-Users
- Deployment Support
- Post Implementation Support

6. INSTRUCTIONS TO BIDDERS

6.1. RFP Timeline

Listed below are the key action dates and times associated with this RFP. Any response received after the date and time specified for receipt will not be considered without prior written approval from CRI. If CRI deems it necessary to change any of the dates indicated below, an addendum to the RFP will be issued, via email, to all prospective bidders.

Issue RFP CRI will issue this RFP by this date.	2/23/2021
Bidder R.S.V.P. and Bidder's Questions and Answers A round of questions should be submitted per the instructions in this RFP no later than this date. Bidders may submit questions per the instructions in this RFP using the form specified in Appendix E.	3/23/2021
Proposal Submittal Due Date Proposals should be submitted per the instructions in this RFP no later than this date and time. It is the bidders' responsibility to deliver their proposal on or before this deadline. Proposals received after the time specified will be considered late and may be disqualified at CRI's sole discretion.	Close of Business on 3/30/2021
Proposal Evaluations and Request for Clarifications CRI will evaluate each proposal on a rolling basis as received. Clarifications on proposals, if needed, will be requested by this date. CRI will include a date when clarifications are due if a request for clarification is made.	4/6/2021
Brief Solution Introduction and Demonstration A two-hour introductory demonstration of the proposed solution by qualifying bidders will be completed by this date. This can be done onsite or virtually. CRI will provide a list of demo functionality to be highlighted.	On or about 5/4/2021

Notification to Finalists CRI will notify the selected finalists by this date.	On or about 5/7/2021
Onsite Presentations by Finalists Finalists invited for an onsite presentation and detailed review of the solution will be completed by this date.	5/28/2021
Reference Calls of Finalists CRI will conduct reference checks of finalists by this date.	6/4/2021
Notification of Contract Award CRI will notify the contract award by this date.	6/25/2021
Estimated Project Start Date CRI will start the project by this date, depending upon the length of the final contract negotiation.	7/9/2021

6.2. Contacts with CRI Personnel

Prior to submission of proposals, it is requested in advance that bidders coordinate all contact with CRI personnel only through the contacts listed and methods defined in this RFP. Failure to comply with this request may result in an interpretation of intent to evade RFP requirements and may result in bidder disqualification.

6.3. RFP Response Delivery

Proposals must be submitted via email to only the emails listed below. Telephone or facsimile proposals will not be considered. Proposals received after the submittal due date will not be considered.

RFP@cyberriskinstitute.org

Additionally, all submissions must be copied to

*Emily Beam
Vice President, CRI
Emily.Beam@cyberriskinstitute.org*

6.4. Response Guidelines

The answers provided in your response will be evaluated by CRI staff and member experts on the CRI Management Board and Finance and Operations Committee. The following guidelines are provided for responding to the RFP.

Proposal Format and Elements

Proposals shall be submitted in the following format. Proposals in any other format may be rejected at CRI's sole discretion. Proposals must include all elements listed below, referenced by the corresponding numbers and in the order listed. If a bidder fails to provide any of the following information, CRI may request the bidder to provide missing information, evaluate the proposal with missing information, disregard the proposal altogether, or take any other action that it deems appropriate. Please note the final scope of work will be subject to negotiation during project contracting.

Section	Title	Contents
Section 1	Executive Summary, Proposal Certification and Acceptance of RFP Terms and Conditions	<p>Please provide a brief executive summary (150 words or less) as well as Business Information in Appendix D.</p> <p>The Proposal Certification and Acceptance of RFP Terms and Conditions can be found in Appendix C. An individual authorized to extend a formal proposal or commit on behalf of the bidder must sign and certify the proposal. The bidder must also accept the Terms and Conditions defined in the Appendices of this RFP.</p>
Section 2	Bidder Qualification Information	<p>Include a section detailing bidder qualifications for engaging in the work, with relevant and substantially similar project experience. If the bidder plans on bringing in an implementation partner, this must be stipulated and there should still be a single response to this RFP. Further, include answers to the following question(s):</p> <p>What is your company's experience in providing:</p> <ol style="list-style-type: none"> 1) Web-based tools to banks and financial services companies, and/or 2) Web-based assessment and compliance software tools?
Section 3	Solution Proposal	<p>Include a section detailing the proposed scope of the project requirements and related activities. Proposers must demonstrate an understanding of the project, describe the solution and the implementation approach to the project, and provide a proposed statement of work.</p>
Section 4	Requirements and Completed General Questionnaire	<p>List how your company can meet the outlined requirements as well as any recommendations and best practices.</p> <p>Completion of the Required Information in RFP Responses (Appendix B).</p>
Section 5	Proposed Tasks, Project Timeline and Timing	<p>Include a high-level timeline of project activities, milestones, and resources involved. A more detailed timeline of activities will be defined once the bidder has been selected.</p>

Section	Title	Contents
Section 6	Costs Proposal	CRI prefers a fixed-price cost structure. Include an itemized statement of total costs of the project from start to finish and ongoing ownership and maintenance. This includes itemizing project phases or tasks per bidder's recommended approach. Include software, equipment, licenses, hosting, materials, hardware, or other purchases and fees. Include hosting and post-deployment support costs. Include costs of ongoing ownership and/or solution maintenance for up to five (5) years after initial deployment, itemized by year. Define costs for additional services. Final costs will be subject to negotiation during project contracting. If you have a standard set of terms and conditions, please submit them with your proposal. Final contract terms and conditions will be subject to negotiation during project contracting. CRI understands this RFP includes professional services to implement a technology solution that may include ongoing maintenance.
Section 7	Other Information	Include any other information that will facilitate the evaluation of your solution. Describe any material omissions in this RFP that will be required to satisfy the needs of CRI. Describe additional services outside the scope of those included in this RFP and provide rate(s).
Section 8	References	List 3 customer references using the format in Appendix E. Please include a reference for each of the following: <ul style="list-style-type: none"> • A customer who has been using your solution for over three years • Who purchased your solution within the last year • Who has a membership association similar in size (staff and members) to CRI
Section 9	Summary of Professional Experience	Provide a summary of relevant professional experience and key certifications of the bidder's key personnel who will work on the project.

Simplicity of Preparation

Readers of your proposal submissions will include non-technical persons without in-depth knowledge of information technology or software development. Proposals should be simple and clear, providing a straightforward, concise description of your capabilities, proposed solution, implementation, end-user training, and post-implementation approach, and costs. Some technical language is expected. Overuse of technical language, promotional materials, or non-specific marketing jargon is highly discouraged.

Alternative Proposals

CRI is committed to reviewing all responses that meet stated proposal requirements and that may also offer unanticipated benefits. CRI will weigh all factors to determine the best course

of action in awarding this part of CRI's business. If a bidder identifies an opportunity to propose a different, more efficient way to structure pricing and/or services covered in the scope of this RFP, while still meeting all stated proposal response requirements, the bidder is asked to label such suggestions as an "Alternative Proposal."

6.5. Method of Award

CRI staff, as well as the CRI Management Board and the CRI Finance and Operations Committee, will review responses to this RFP. The contract resulting from this RFP shall be awarded to the responsive and qualified bidder whose proposal is determined to be the most advantageous to CRI.

6.6. Evaluation Criteria

The objective of this RFP is to identify a source that will provide the best overall value. While price is a significant factor, other criteria will form the basis of the award decision. CRI, at its sole discretion, reserves the right to determine whether any bidder meets the minimum eligibility standards, to determine whether a proposal is responsive, and to select a proposal that best serves its financial and operational objectives. CRI reserves the right to reject all proposals.

Evaluation will be based on the following:

- a. *Administrative responsiveness to the RFP*
Proposals deemed administratively responsive will be those responses that have met RFP milestones in a timely fashion and meet the minimum bidder qualifications.
- b. *Alignment of proposed solution to the project's business requirements and needs*
Administratively responsive bidders that meet the minimum qualifications will be further evaluated based on the evaluators' examination of each proposal's effectiveness in meeting the project's requirements.
- c. *Bidder's service capability and approach*
Proposals effective in meeting the project's requirements will be further evaluated based on the evaluators' examination of the bidder's subject matter expertise, evidenced by samples of project experience, relevant past experience and performance, and references. Furthermore, proposals will be evaluated on the bidder's contract management, account management, and implementation approaches. Finally, proposals will be evaluated on the character of the bidder's management and financial capacity.
- d. *Project costs*
Proposals will be evaluated based on the evaluators' examination of the bidder's project costs, including solution acquisition and delivery, implementation, and ongoing cost of maintenance and support.
- e. *Overall proposal presentation*
Proposals will be evaluated based on the evaluators' examination of the completeness, responsiveness, quality, ease of comprehension, and professionalism of the bidder's proposal.

6.7. Selection of Finalists

If it is determined to be in the best interests of CRI, the bidders identified as finalists may be invited to undergo further evaluation. Finalists may be asked to provide additional information,

including additional references, and/or to make live presentations. CRI may want to meet with one or more members of the bidder's senior management.

6.8. Thank You

CRI looks forward to reviewing your response and would like to thank you in advance for your participation. This solution is very important to our organization's continued success and represents a major focus of effort for us. We appreciate and value your input, expertise, and feedback.

Appendix A – RFP Response Terms and Conditions

This RFP and responses to it are governed by the Terms and Conditions set forth in “Appendix A – RFP Response Terms and Conditions” by CRI RFP (Request for Proposal) for the CRI Profile Platform.

Right to Contract Award

CRI reserves the right to award to the bidder that presents the best value to CRI, as determined solely by CRI in its absolute discretion. CRI, at its sole discretion, will award the contract to the most qualified bidder with or without modifications to the proposal. Should the bidder refuse or fail to accept the tendered purchase contract, the award may be made to another bidder, or not at all. CRI may elect to not award a contract.

CRI reserves the right to accept or reject proposals on each item separately, to reject any or all proposals without penalty, to waive any informalities or irregularities therein, and to contract in the best interest of CRI to obtain the solution that best meets the needs of CRI. CRI reserves the right to negotiate the modification of terms and conditions and scope of the project with the bidder offering the best value to CRI prior to the execution of a contract to ensure a satisfactory contract.

Right to Reject or Modify

Selection of a proposal does not mean that all aspects of the proposal(s) are acceptable to CRI. CRI reserves the right to negotiate the modification of the proposal, solution, and terms and conditions prior to the execution of a contract to ensure a satisfactory procurement.

Further, CRI retains the right to cancel all or any part of this RFP at any time. No promise or undertaking by CRI whatsoever is made or implied with respect to any person who is invited to respond to this RFP. By submitting a proposal, each proposer expressly acknowledges that neither CRI nor anyone acting on CRI's behalf has made or will make any commitment to award the contract and that CRI expressly reserves the right to negotiate with proposers or others and to enter into an agreement or not in its sole discretion and on whatever terms CRI decides. CRI shall have no obligation whatsoever to any person until a written agreement is entered into and signed by both parties to that agreement.

Supplemental Terms and Conditions/Modifications

Any supplemental terms or conditions, or modification or waiver of these terms and conditions, must be made in writing and signed by the bidder and CRI.

Proposal Validity, Modifications, and Withdrawals

Proposals must remain valid for a minimum period of 60 days — the amount of time CRI, in good faith, believes it will take to review, evaluate, and then negotiate a contract with the successful bidder. No modifications may be made to a proposal after the bidder has submitted it to CRI without written permission by CRI. Following expiration of the 60-day review period, a bidder may withdraw a submitted proposal at any time but may not resubmit another proposal if a proposal is withdrawn, unless requested to do so by CRI. CRI, at its sole discretion, may return, cancel, or reject a submitted proposal at any time, for any reason.

Conflict of Interest

The bidder shall not hire any officer or employee of CRI to perform any service covered by this agreement. The bidder affirms that to the best of his/her knowledge there exists no actual or potential conflict between bidder's family, business, or financial interest and the service provided under this agreement, and in the event of change in either private interests or service under this

agreement, any question regarding possible conflict of interest that may arise as a result of such change will be raised with CRI. Bidder shall not be in a reporting relationship to a CRI employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the bidder.

Disclosure of Records

All RFP responses, bids, supporting materials, and related documentation will become the property of CRI. This RFP, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five years from date of contract expiration or termination and made part of a file or record, which shall be available for review by CRI members, staff, and consultants.

Confidential Information

All information shared by CRI during this proposal is considered proprietary and confidential. All information submitted as part of the bid will be considered confidential.

Form of Definitive Agreement

Many of the requirements, terms, and conditions of this RFP are to be reflected in a final definitive agreement. But this RFP will not be merged therein. The successful bidder and CRI will therefore be required to negotiate and execute a definitive agreement containing a mutually agreed-upon statement of work, based substantially on the bidder's response to this RFP. Any such contract resulting from this proposal shall also include the terms or substantially similar variants set forth on Appendix F as well as any others that CRI deems necessary to govern the conduct of the parties and to protect its interests, together with usual and customary terms and conditions appropriate for similar agreements. In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP that are contrary to these terms and conditions. If a bidder objects to any of the provisions of CRI's standard contract, it must identify in the proposal any clauses that are unacceptable and the reasons or problems and propose reasonable alternatives. However, the foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract that are necessary for performance and completion of the project in accordance with this RFP. Nevertheless, failure of the parties to achieve a definitive agreement shall result in cancellation of award.

Marketing References

The successful bidder shall be prohibited from making any reference to CRI, in any literature, promotional material, brochures, or sales presentations, without the expressed written consent of CRI.

Proprietary Information

Proprietary information submitted in response to this RFP will be handled in accordance with applicable CRI procurement regulations. Therefore, data contained in the proposal, all documentation provided therein, and innovations developed because of these contractual services cannot be claimed as exclusive copyright protected work or patented by bidders. Instead, all newly developed or created data, documentation, and innovations related to the RFP response are and shall become the property of CRI and all rights thereto are hereby assigned to CRI upon submission of the response to this RFP. Any additional restrictions on the use of pre-existing or third-party data contained in a proposal must be clearly stated in the proposal itself.

Further, selection or rejection of a response does not affect these rights. All copyright of materials produced under any contract or subcontract awarded as a result of this RFP shall be assigned to

and retained by CRI. All forms of documents and data generated as a result of this contract are owned by and shall be delivered to CRI. During the period of performance, the information may not be disclosed to third parties, except as expressly provided in the contract, without the written permission of CRI.

Upon the request of CRI, during and after the term, bidder shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be necessary to assist CRI to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any deliverables and all intellectual property rights therein. In the event CRI is unable, after reasonable effort, to obtain bidder's signature on any such documents, bidder hereby irrevocably designates and appoints CRI as bidder's agent and attorney-in-fact, to act for and on bidder's behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection related to the work product with the same legal force and effect as if bidder had executed them. Bidder agrees that this power of attorney is coupled with an interest.

Indemnity; Insurance Requirements

The successful bidder shall defend, indemnify, and hold CRI, its officers, employees, and agents harmless from and against all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the acts or omissions of the bidder, its officers, agents, or employees, including any breach of this RFP. The award may be conditional upon the successful bidder providing evidence of liability insurance and other coverage reasonably required protecting the interests of CRI.

Representations and Warranties

The bidder represents and warrants that:

- (i) it is duly organized, existing, and in good standing in the state of its organization;
- (ii) the submission of the bid and the execution of a definitive agreement are duly authorized and binding on the bidder and will not violate, contravene, or constitute a default under any agreement, instrument, order, law, rule, or regulation to which the bidder is subject;
- (iii) it has the required skill, experience, and qualifications to perform the services, shall perform the services in a professional and workmanlike manner in accordance with best industry standards for similar services, in compliance with all applicable laws, and shall devote sufficient resources to ensure that the services are performed in a timely and reliable manner;
- (iv) it has all consents, approvals, licenses, and permits necessary to perform its obligations under this RFP, and all the foregoing will be maintained in good standing;
- (v) it owns all rights in, or has a valid and sufficient license to (including without limitation any required license to intellectual property), or has the contractual benefit of third-party use of, any and all proprietary materials used in connection with performing its obligations (including, without limitation, creation of the CRI Profile Platform) under this RFP, free and clear of any and all claims by any third party which could have a material adverse effect on bidder's ability to perform its obligations hereunder, and all such rights will be maintained in good standing;
- (vi) Neither the services nor any component thereof infringes upon, misappropriates, or violates any personal or proprietary right of any other person, including, without limitation, any intellectual property right;
- (vii) CRI will receive good and valid title to all work product, free and clear of all encumbrances and liens of any kind;

- (viii) all work product is and shall be your original work (except for material in the public domain or provided by CRI) and does not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity; and
- (ix) the bidder is not in violation or default of any law, rule, regulation, order, writ, judgment, decree, determination, or award applicable to it or of any indenture, lease, loan or other agreement to which it is a party or by which it or its properties may be bound or affected.

Disclaimer of Warranties

CRI makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered in pursuing the work or at the site(s) of work now or in the future. The furnishing of such information by CRI shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each bidder, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold CRI liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of CRI, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the bidder required by this RFP and that it shall not hold CRI liable or responsible therefor in any manner whatsoever.

Governing Law

This RFP shall be governed by and interpreted according to the laws of the District of Columbia.

Assignment of Contract

This RFP shall not be assignable by bidder, in whole or in part, without the written consent of CRI.

Subcontractors

If a bidder intends to use subcontractor(s), the bidder must identify in its proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

References

CRI may consult references familiar with the bidder regarding its prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission for CRI to make such inquiries and authorization to third parties to respond thereto.

Taxes and Costs

CRI is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S currency. By submitting a proposal, proposer certifies that the prices proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proposer or competitor.

Non-Endorsement

As a result of the selection of a bidder to supply products and/or services to CRI, CRI is neither endorsing nor suggesting that the bidder's product or service is the best or only solution.

Relationship of the Parties

Bidder is an independent contractor of CRI, and this RFP shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between the bidder and CRI for any purpose. Bidder has no authority (and shall not hold itself out as having authority)

to bind CRI and shall not make any agreements or representations on CRI's behalf without CRI's prior written consent.

Appendix B – Bidder RSVP and Responses to Pre-Qualification Checklist

The following questions represent pre-qualification requirements. Responses that are incomplete and/or do not meet CRI's expectations, basic requirements, and standards of performance may disqualify the bidder. CRI reserves the right to set the criteria for and make the determination independently in each case.

1. Having read the RFP sections, will your company be able to meet CRI's needs with your proposal?

1. [Yes/No]

2. Has your organization worked with another customer whose business needs are similar to CRI's?

2. [Yes/No]

3. Does your company have a proven track record in the governance, risk, and compliance market?

3. [Yes/No]

4. Does your solution offering have a demonstrated track record of scalability to accommodate steady upward growth?

4. [Yes/No]

5. Does your solution offering have the ability to handle concurrent users based on CRI's needs?

5. [Yes/No]

Business Name

Authorized Signature

Date

Printed Name of Authorized Signature

Contact Information

Title

Appendix C – Proposal Certification and Acceptance of RFP Terms and Conditions

Bidder Certification and Acceptance of Terms and Conditions

The bidder’s proposal must be signed with the full name, title, and address of the bidder; if a co-partnership, by the name and address of each member; if a corporation, by an authorized officer of the corporate name.

The below-named individual(s), by submitting and signing this proposal, verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that all Terms and Condition specified in Appendix A, and other items and conditions contained in the RFP for the CRI Profile Platform, are understood and accepted.

Authorized Signature

Date

Printed Name of Authorized Signature

Title

Business Name

Appendix D – Business Information

Bidders are requested to please include the following in RFP responses:

- Registered business name
- Company address
- City
- State
- Zip code
- Contact information (party responsible for responding to RFP)
 - Name:
 - Address:
 - Phone:
 - Fax:
 - Email:
- Company website

Appendix E – Customer References

Please provide a user reference for one or more of the criteria listed below. A total of three references should be provided for customers who:

1. Have been using your solution for over three years, or
2. Purchased your solution within the last year, or
3. Have a membership association similar in size (staff and members) to CRI.

Reference #1	
Name of User / Title:	Company:
Contact Phone / Email:	Date of Services:
Services Provided:	
Other Comments:	

Reference #2	
Name of User / Title:	Company:
Contact Phone / Email:	Date of Services:
Services Provided:	
Other Comments:	

Reference #3	
Name of User / Title:	Company:
Contact Phone / Email:	Date of Services:
Services Provided:	
Other Comments:	

Appendix F – Services Contract Terms

REQUIRED TERMS AND CONDITIONS

The following terms and conditions would be a part of any definitive agreement (“Agreement”) with the provider designated herein as “Provider” and Cyber Risk Institute, designated herein as “CRI”. In connection and accordance with this Agreement, Provider shall perform certain services (“Services”) and provide certain deliverables (“Deliverables”) further specified and more fully described by particular requirements (“Specifications”) in one or more statements of work prepared and mutually agreed to by the Parties in writing and which shall each be attached thereto (“Statement of Work”).

Service Performance Requirements

- **Use of Third-Party Materials.** Provider shall receive the prior written consent of CRI before utilizing any third-party software, hardware, materials, or information (“Third-Party Materials”) not indicated in a Statement of Work in connection with performing the Services and/or providing the Deliverables. Unless otherwise agreed to by the Parties, Provider shall be solely responsible and liable for obtaining any and all necessary right to any Third-Party Materials utilized to enable Provider to perform its obligations under this Agreement. Provider shall set forth in the Specifications attached to this Agreement any Third-Party Materials to be incorporated by Provider into the Deliverables, including, without limitation, any Third-Party Materials for which CRI will be required to execute a separate license agreement with such third party, whether or not Provider believes it has the right to use such Third-Party Materials.

- **Compliance with Information Security.** Provider agrees that it will maintain appropriate technical and organizational measures to comply with the National Institute of Standards and Technology (“NIST”) MODERATE level (as defined in NIST FIPS-199 and related documents) and all applicable laws, rules, and regulations with respect to its use, handling, security, storage, disclosure (as permitted by CRI), and retention of any information or data received from or provided by CRI or any third party using the Services (“End User”) and/or generated by Provider in connection with performing the Services. All such information and/or data will be encrypted while being sent to or from the Provider and will remain encrypted while in Provider’s possession. Provider shall have no right to use this information received or made available or accessible by CRI or End Users for any reason not expressly permitted by CRI in writing and shall immediately return to CRI any such information in its possession upon request by CRI or termination or expiration of this Agreement. Provider shall immediately (and in any event, within 24 hours after Provider becomes aware that any information or data of CRI has been disclosed or revealed to, or accessed by, any unauthorized person, whether inadvertently or intentionally) provide CRI with notice of any security breach and immediately and at its own expense investigate and take all steps to identify, prevent, and mitigate the effects of such security breach. Further, Provider shall promptly provide to CRI a detailed description of the incident, the data accessed, the identity of affected individuals, and such other information as CRI may request concerning the security breach and conduct any recovery necessary to remediate the impact, and bear any cost or loss CRI may incur as a result of such security breach to the extent such data was under Provider’s control or in Provider’s possession, including the cost of any notification of any affected consumers required of or undertaken by CRI. In addition, Provider shall process any data of CRI or End Users only in accordance with CRI’s instructions and only to the extent necessary to carry out the purposes of this Agreement and provide the Services. CRI may impose further information data use restrictions in light of issues or regulatory developments concerning privacy, security, good taste, and other consumer-related issues.

Personnel

- Employee Staffing. Subject to Provider's right to utilize Consultants below, Provider shall assign only trained and experienced employees, whether full-time or part-time, to perform the Services ("Personnel").
- Use of Independent Contractors & Consultants. For all independent contractors, consultants, or subcontractors engaged by Provider (collectively, "Consultants"), Provider agrees to be solely responsible and liable for the supervision of such Consultants. Provider may only use the Consultants agreed to by the Parties in the Statement of Work and only for the work specified in the Statement of Work. Moreover, all such Consultants shall be treated as Personnel for the purposes of this Agreement, including, without limitation, with respect to (a) Provider ensuring that each Consultant agrees in writing to comply with all of the terms and conditions of this Agreement, (b) Provider agreeing to utilize any and all Consultants in accordance with all applicable laws, rules, and regulations, (c) CRI, having the right during the Term, to notify Provider in writing if CRI reasonably believes that any Consultant provided by Provider is not performing the Services in a reasonably acceptable manner, and (d) upon such request by CRI, Provider taking reasonably corrective action with respect to such Consultant to resolve CRI's concerns or remove such Consultant if reasonably requested by CRI with as much advance notice to Provider as is reasonably practicable under the circumstances. If any Consultant is removed at the request of CRI or reassigned by Provider, Provider must either perform the related services itself or otherwise seek the approval of CRI to utilize a new Consultant as a replacement.

Implementation. In addition to the below, Provider will assist with the implementation of the Services and Deliverables as detailed in the Statement of Work.

- Timetable. The Services and all Deliverables relating thereto shall be performed and delivered by Provider in accordance with the implementation milestones and work phases agreed to by the Parties and reflected in the applicable Statement of Work (the "Timetable").
- Right of Approval.
 - (a) Review. In addition to any scheduled review time set forth in a Statement of Work, CRI shall also have the general right to review and approve Provider's performance and Deliverables during each phase of the Timetable and to request correction of any errors or defects perceived by CRI in the work-up to each specific phase and milestone.
 - (b) Testing. Prior to making delivery to CRI of the final version of the Deliverables and notwithstanding CRI's review and acceptance privileges, Provider shall test and review each of the Deliverables to ensure compliance with the Specifications.
 - (c) Acceptance. This section or portions thereof shall apply in the event no specific acceptance procedures or criteria are agreed to in the Statement of Work. Provider will notify CRI, in writing, when it believes it has completed a milestone under the Timetable or is otherwise ready to provide a Deliverable(s) in accordance with this Agreement and will, together with such notification, provide CRI with the Deliverables in support of such milestone for review and acceptance. CRI shall have a period of forty-five (45) days from receipt of the completed version of the Deliverables from Provider to test them and to accept them or advise Provider of any errors or deficiencies that do not meet the Specifications. In connection with any acceptance or review period, Provider shall ensure that CRI has available to it a working version of the Deliverables on a development or testing site in order to assess the Deliverables under working or commercial release conditions prior to any use on a "live" or commercial basis. CRI agrees that when it has made a finding as to whether or not Provider has met the criteria for acceptance, CRI will provide Provider with notice of acceptance or rejection. Any notice of rejection shall set forth in reasonable detail the basis for CRI's rejection, and CRI agrees to provide any documentation

and error logs it has to assist in the diagnosis of the error or deficiency. Provider agrees to correct any such errors or deficiencies promptly and without additional compensation. Once all errors and deficiencies are corrected, CRI will accept the Deliverables.

- Failure to Meet Timetable or Acceptance. In the event Provider shall fail to deliver as required under this Agreement within thirty (30) days after the time provided in the Timetable, or shall have failed to correct any error or deficiency within thirty (30) days after CRI's initial notice thereof under this Agreement or within such extended period for performance as may have become applicable as set forth below, or if Provider breaches its obligations with regard to product support under this Section, then CRI, at its sole option, and without prejudice to such other legal rights or remedies as it may have hereunder or otherwise, may: (a) extend the time for Provider's performance or (b) treat such failure as a material breach hereunder, it being understood that any termination of this Agreement by reason of such a breach shall not impair CRI's ownership rights with respect to the Deliverables and related Intellectual Property Rights partially or fully completed hereunder prior to such termination.

- Change Orders/Additional Services. CRI shall have the right in its sole discretion, by issuing written instructions, to make reasonable changes in and to the scope of the Services. If, in the reasonable judgment of Provider, any such changes involve extra cost or require a change in the Timetable, Specifications, or Deliverables already agreed to by the Parties, Provider shall notify CRI by submitting a proposal for revision of the Statement of Work(s) in effect within five (5) days of receipt of CRI's written instructions for change. CRI shall notify Provider of its acceptance or rejection of the proposal for revision within five (5) days of receipt thereof from Provider. Unless otherwise directed by CRI, however, work shall proceed under the original terms of the Statement of Work(s) or the latest applicable revisions agreed to by the Parties, until any new revisions are agreed to in writing by both Parties. But both Parties will make diligent efforts in good faith to agree mutually to any reasonable revisions proposed by CRI to the scope and cost of any Services performed pursuant to this Agreement. Any changes in and to the scope of the Services agreed to by the Parties shall be attached as a new Statement of Work.

Proprietary Rights

- Intellectual Property Rights. For the purposes of this Agreement, the term "Intellectual Property Rights" shall mean all patents (including patent applications and disclosures), copyrights (including copyright applications), trade secrets, moral rights, trademarks (including trademarks, service marks, trade dress, and trade names as well as any applications therefor), know-how, and any related or other rights and interests or other intangible assets recognized under any laws, regulations, or international conventions, in any country or jurisdiction in the world.

- CRI Property. Subject to Provider's continued strict compliance with the express terms and conditions of this Agreement, CRI hereby grants to Provider and its Personnel and its permitted Consultants a limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free right and license only during the term of this Agreement to use CRI property, data, materials, resources, information, ideas, concepts, software, or materials (collectively, "CRI Property") for the sole purpose of performing the Services. "Use" includes the right to utilize the CRI Property, but only in a manner that can be controlled by Provider and only in connection with the applicable Statement of Work. Nothing in this Agreement shall convey to Provider any further rights, titles, or interests in and to any CRI Property or any other CRI interests, licenses, or rights. In particular, Provider acknowledges and agrees that it shall not decompile, reverse engineer, distribute, convey, or transfer to third parties or persons, or use the CRI Property for any other purpose not directly necessary to perform the Services. Moreover, Provider agrees that all CRI Property provided or disclosed by CRI or its suppliers to Provider and its Personnel or Consultants

to facilitate performance of the Services under this Agreement shall remain at all times the exclusive property of CRI and/or its suppliers. CRI reserves and retains all rights not expressly granted to Provider herein, including, without limitation, all rights in and to any data provided or made accessible by CRI pursuant to this Agreement.

- Deliverables. “Deliverables” shall mean any and all deliverables provided, supplied, conveyed, or delivered to CRI in accordance with this Agreement, which are either specifically identified in a Statement of Work as a “Deliverable,” or which constitute, comprise, or are an invention, innovation, improvement, enhancement, modification, work of authorship, including any work-in-progress or any part thereof, design, documentation, storyboard, branding, source and object code, graphic, data, database structure, algorithm, or diagram (as the case may be) which Provider (or its Personnel or Consultants) may conceive or develop in the course of performing Services for CRI, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.

- Ownership and Assignment. Provider acknowledges that all Deliverables, all Intellectual Property Rights embodied therein, and all copies thereof, are the sole and exclusive property of CRI. All Deliverables that are copyrightable shall be deemed to be a work made for hire to the extent permissible under the federal copyright laws. To the extent that any such Deliverables may not be considered work made for hire, Provider hereby agrees to irrevocably assign, convey, and otherwise transfer to CRI, and its respective successors and assigns, and shall cause its Personnel and Consultants to so assign, convey, and otherwise transfer to CRI and its respective successors and assigns, all rights, title, and interests worldwide in and to the Deliverables. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure, and withdrawal, and other rights that may be known, or referred to, as “moral rights” (collectively, “Moral Rights”). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Provider hereby waives such Moral Rights. The assignment contained herein shall be sufficient evidence of the transfer to CRI of the Deliverables and may be submitted to the Copyright Office or the Patent and Trademark Office of the United States and other countries evidencing CRI’s ownership of same. But, to the extent necessary, Provider agrees to assist CRI, and to cause its Personnel and Consultants (if any) hereunder to assist CRI, in every proper way (including, without limitation, appearing as a witness to provide testimony), entirely at CRI’s expense and for CRI’s benefit, in connection with evidencing, prosecuting, securing, maintaining, enforcing and defending any such Intellectual Property Rights or any other rights. Accordingly, and without limitation, Provider agrees to sign, or have its Personnel or Consultants sign, any further documents necessary to confirm this assignment of rights, including, but not limited to, any appropriate copyright-, trademark-, and patent-related documents, powers-of-attorney, materials, assignments, and applications. Moreover, each Deliverable, where applicable, shall bear a copyright notice and a trademark notice in the name of CRI (as designated by CRI). CRI shall have the sole and exclusive right to use, make, reproduce, modify, create derivative works of, distribute, license, dispose of and sell, display, and exploit the Deliverables in its sole discretion for any purpose (including by adapting to new media and formats). Provider may not use the Deliverables (and any component or derivative thereof) for any purpose other than providing the Services to CRI without the express prior written consent of CRI. Moreover, Provider shall be responsible for making suitable contractual arrangements with all Personnel or Consultants performing Services or delivering or providing Deliverables, such that sale and licensing rights shall be fully vested in CRI free and clear of any and all ownership interests, co-authorship interests, liens or encumbrances of any nature whatsoever of any such Personnel or Consultants.

- Data. In addition to the Deliverables, CRI shall own all rights, to the extent permissible under applicable law, to any data created by or resulting from the performance of the

Services, and Provider shall have no right to use any such data other than as necessary to provide the Services.

- Provider's Retained Rights. The Parties acknowledge that Provider, in performing its obligations under this Agreement for CRI, may use preexisting software tools or products that are owned or licensed by Provider (collectively, "Provider Software"). The Parties agree that the Provider Software shall be and remain at all times the property of Provider and/or its suppliers. However, to the extent Provider can claim ownership over the Provider Software, Provider hereby grants to CRI a royalty-free, worldwide, perpetual, irrevocable, non-exclusive license with full rights to transfer, sublicense, use, reproduce, distribute, adapt, modify, publicly perform, and publicly display the Provider Software solely to the extent the Provider Software is used in conjunction with the Deliverables.

- Advertising and Permissible References. Provider shall not use, without CRI's prior written consent, the names, characters, artwork, designs, trade names, copyrighted materials, trademarks or service marks of CRI. Notwithstanding the foregoing, Provider may refer to CRI by name and to the existence of this Agreement as required by applicable law.

Warranties & Representations

- Provider.

(a) Qualifications. Provider represents and warrants that it and all of its Personnel or Consultants have the qualifications, training, and ability to perform the Services.

(b) Compliance. Provider represents and warrants that the Services and Deliverables will not be performed, created, modified, tested, installed, or delivered in violation of any applicable law, rule, or regulation.

(c) Services. Provider represents and warrants that all Services performed under this Agreement shall be performed in a thorough, timely, and workmanlike manner consistent with the highest industry standards.

(d) CRI Employees. Provider warrants that (a) no CRI employees and/or near relatives of CRI employees hold a position in the Provider's organization or have been engaged as an employee, contractor, or consultant for the Provider within the last two years and (b) no CRI employees or near relatives of CRI employees own or control more than a ten percent (10%) interest in Provider's organization.

- Deliverables.

(a) Quality. Provider represents and warrants that the Deliverables will be of high quality and will conform in all material respects to the Specifications.

(b) Intellectual Property. Provider represents and warrants that the Deliverables will not violate, misappropriate, or in any way infringe upon the rights of third parties, including property, contractual, employment, and proprietary information rights as well as any Intellectual Property Rights, and that Provider is the creator/developer and lawful owner of all Intellectual Property Rights used in the development of the Deliverables or otherwise has all necessary rights and title to perform its obligations under this Agreement, grant any rights to CRI as specified herein (free and clear of any claims, liens, encumbrances, judgments, or third-party interests), and provide the Services and any Deliverables. Further, Provider represents and warrants that it is not involved in any current arbitration or any other claim, and knows of no pending litigation, arbitration, other claim, or fact which may be the basis of any claim regarding any of the materials Provider has used or will use to develop or has incorporated or will incorporate into the Deliverables.

Indemnity

- Provider Obligation. Provider will at all times indemnify and hold harmless CRI, its employees, directors, officers, attorneys, accountants, successors, licensees and assigns, from and against any and all damages, liabilities, judgments, costs and expenses, including legal fees, arising out of any claims regarding (i) the use of any material furnished, developed, licensed or created by Provider hereunder, including, without limitation, the Deliverables and/or Provider Software, (ii) any acts or omissions by Provider in connection with the Services, unless such acts or omissions have been expressly approved by CRI in writing in advance, and (iii) any breach by Provider of any material term or condition contained in this Agreement.

- Intellectual Property Indemnity.

- (a) Scope. In addition to the foregoing, Provider shall defend, indemnify, and hold CRI harmless, at its expense, from any claim or proceeding brought against CRI for any infringement, violation, or misappropriation of a third-party U.S. or foreign Intellectual Property Right relating to or arising out of CRI's use of the Deliverables or Provider Software.

- (b) Repair, Replacement or Refund. If any claim which Provider is obligated to defend under this Section has occurred, or in Provider's opinion is likely to occur, in addition to the indemnification obligations herein and to any other remedies CRI may have, Provider shall, at its option and expense, procure for CRI the right to continue using the affected Deliverables or replace or modify the same so that it becomes non-infringing or violating. If Provider determines that neither of the foregoing is commercially practicable, Provider shall refund fully the fees paid for the Deliverables affected by such infringement.

- Indemnification Procedure. Provider will promptly notify CRI of any claim or action with respect to any claim for indemnification hereunder, and Provider will undertake the defense or settlement and all related costs and expenses of any claim or action for which it has an indemnification obligation. Provider will have the right to settle or compromise any action to which its indemnification is applicable, except that Provider may not agree to any settlement without the prior written consent of CRI if such settlement would cause CRI to undertake any action, assume any liability, pay any monies, acknowledge any wrongdoing, or have a judgment entered against it. Notwithstanding the foregoing, CRI will have the right to undertake the defense of any claim asserted against it at Provider's expense in the event that (i) Provider fails to assume the defense of such claim, (ii) CRI reasonably determines that an adverse outcome could be material to CRI's business, (iii) there are conflicts between CRI's and Provider's interests in such litigation, or (iv) CRI reasonably believes that Provider does not have the financial resources needed to satisfy its indemnification obligation in the event of an adverse outcome, provided that any settlement of such claim by CRI will be subject to the consent of Provider, not to be unreasonably withheld.

- Insurance. Notwithstanding the indemnification obligations herein, Provider shall maintain from and after the Effective Date and for six months after the expiration or termination of the most recent Statement of Work attached to this Agreement, insurance of the following kinds and amounts, or in the amounts required by law, whichever is greater:

- (a) General Liability Insurance. Commercial General Liability Insurance written on an occurrence basis in amounts not less than: (i) bodily injury (US) \$[] per person; (US) \$[] annual aggregate) and (ii) property damage (US) \$[] per person; (US) \$[] annual aggregate). This insurance shall include (a) contractual liability coverage for the liabilities assumed by Provider under this Agreement and (b) coverage for property in the care, custody, or control of Provider. The commercial general liability insurance shall (i) name CRI as an additional insured, including without limitation, as an insured with respect to third-party claims or actions brought directly against CRI or against Provider and CRI as co-

defendants and arising out of this Agreement, (ii) contain a provision that CRI, although named an insured, shall nonetheless be entitled to recovery for any loss suffered by CRI as a result of Provider's negligence, and (iii) be written as a primary policy not contributing to any other coverage which Provider may carry.

(b) Errors and Omissions Insurance. Errors and omissions insurance in an amount not less than (US) \$[] per occurrence.

(c) Insurance Responsibilities. All insurance policies required to be maintained under this Agreement shall be procured from insurance companies rated at least A-VIII or better. Provider shall provide CRI with certificates of insurance evidencing the required coverage concurrently with the execution of this Agreement and upon each renewal of such policies thereafter. This section shall in no way affect or limit the remedy or warranty provisions set forth in this Agreement.

Transition. In the event this Agreement is terminated for any reason, upon CRI's request, Provider shall provide reasonable transition assistance to CRI and any third-party service provider or vendor selected by CRI to assist it in connection with Services, including the transfer and conversion of software, programming code, or databases that are the property of CRI. This assistance shall be provided at Provider's current labor rates unless termination is due to Provider's breach, in which event it shall be provided without charge.

General

- Conflict of Interest. Provider shall not hire any officer or employee of CRI to perform any service covered by this Agreement. Provider affirms that, to the best of Provider's knowledge, there exists no actual or potential conflict between Provider's family, business, or financial interest and the Services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest that may arise as a result of such change will be raised with CRI. Provider shall not be in a reporting relationship to a CRI employee who is a near relative, nor shall the near relative be in a decision-making position with respect to Provider.

- No Assignment. This Agreement may not be assigned or delegated to any other person or entity by Provider without the prior express written consent of CRI. For the purposes of this Agreement, a merger involving Provider or change in control event involving Provider, including, by operation of law, shall qualify as an assignment for the purposes of this section. CRI, however, may in its sole discretion and without notice to Provider assign this Agreement or otherwise delegate its rights or obligations under this Agreement.