

ACADEMIC ADVOCATE TRANSLATION AGREEMENT

This Agreement ("Agreement") is made as of X between the Information Systems Audit and Control Association ("ISACA"), a California non-profit corporation, with offices at 3701 Algonquin Road, Suite 1010, Rolling Meadows, Illinois 60008 United States of America, and X ("Translator") shall be effective as of the date of the last signature to the Agreement.

The following terms and conditions serve to document the agreement between ISACA and the Translator relating to the Translations of the following ISACA publications: NAME (collectively, the "Works"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of License. ISACA grants to Translator a non-exclusive, non-transferable license to create a(n) X language translation for each of the Works (collectively, the "Translations").

2. Obligations of Translator.

(a) Quality of the Translations. The Translator shall be solely responsible for producing Translations that accurately and faithfully reflect the Works.

(b) Reservation of Rights Notice. Translator shall prominently display the Reservation of Rights notice, in English and X Language, on each of the Translations, as set forth below.

[Title of Work] © 2013 ISACA. All rights reserved. No part of this publication may be used, copied, reproduced, modified, distributed, displayed, stored in a retrieval system or transmitted in any form by any means (electronic, mechanical, photocopying, recording or otherwise) without the prior written authorization of ISACA.

(c) Contributors. Translator shall be solely responsible for obtaining any and all necessary agreements, rights, and permissions in connection with the Translation services provided by any third parties, as follows:

(1) With respect to all third parties who provide translation services or create original materials for use in the Translations ("Contributors") Translator shall cause Contributors to enter into written agreements with ISACA as provided in Exhibit A, which is attached hereto and incorporated herein.

(2) With respect to Contributors who already have provided translation services or created original materials to be used in the Translations, Translator shall cause such Contributors to transfer all of his/her worldwide rights, title and interest in the contributed materials to ISACA, including the right to edit, revise, or otherwise alter such materials. Translator shall obtain all documents necessary to evidence the grant of such rights to ISACA.

(3) Translator shall identify and give attribution to each Contributor to the Translations in the printed and electronic versions of the Translations.

(d) Costs and Expenses. The Translator shall be solely responsible for paying all costs and expenses incurred by it in creating the Translations and in performing its obligations under this Agreement.

3. Ownership of Intellectual Property. ISACA owns and shall retain ownership of the copyright, trademark, and all other intellectual property rights in the Works and the Translations created hereunder. Translator further acknowledges that ISACA may modify, revise or otherwise alter the Works at any time, in its sole discretion, without the permission of Translator. The parties agree that the Translations shall be a work made for hire. If the Translations are not deemed to be a work made for hire under the United States copyright laws, or is not similarly treated under the copyright laws of any other country, or the Translator is entitled to claim any ownership interest in the Translations, Translator hereby transfers and agrees to transfer to ISACA, all of Translator's worldwide rights, title and interest in and to the Translations, including under patent, copyright, trade secret and trademark law (as well as the right to sue for infringement). The Translator shall perform any acts that may be deemed necessary or desirable by ISACA to evidence more fully the transfer of all worldwide rights, title and interest and to the Translations to ISACA within any timeframe imposed by ISACA.

4. Disclaimer of Rights. Neither the Translator, nor any individual or entity whose services are used in conjunction with the Translations ("Contributor") shall have, or by their work on the Translations, acquire, any rights in the Translations. Each such Contributor, individual or entity shall execute a separate Contributor's Representations and Agreement as set forth in Exhibit A by which the Contributor transfers, grants, conveys, assigns and relinquishes exclusively to ISACA, all of their worldwide rights, title and interest in and to such Translations, including under patent, copyright, trade secret and trademark law (as well as the right to sue for infringement), and disclaim any and all rights in such Translations.

5. Distribution Rights. ISACA reserves the right to reproduce, distribute, market and license the Translations, including making the Translations available in electronic form at no cost or selling the Translation.

6. Term. This Agreement shall become effective as of the date of execution by both parties and will continue until the translation is provided and approved by ISACA, or the parties agree to terminate.

7. Termination.

(a) ISACA reserves the right to terminate this Agreement if the Translator violates this Agreement or if services are not provided in a timely manner or at a level of quality acceptable to ISACA. Termination pursuant to this paragraph shall be effective immediately upon notice.

(b) The following provisions shall survive any expiration or termination of this Agreement: Sections 3, 4, 5, and 8.

8. Miscellaneous.

(a) This Agreement is drafted in English with the consent of the parties. Any version in any other language will not be binding on any party hereto. All communications and documentation furnished under this Agreement shall be in English.

(b) This Agreement shall be governed by and construed in accordance with the law of the United States and the State of Illinois, without regard to otherwise applicable choice of law provisions. Any actions relating to this Agreement shall be instituted and prosecuted exclusively in a court located in Cook County, Illinois, United States of America.

(c) Any notices provided for herein shall be deemed to have been given when sent by facsimile or by overnight courier or express mail, or on the second business day following deposit with an international commercial courier for 2-3 day international delivery, to the party's address as indicated on the first page hereof.

(d) Translator is an independent contractor. Nothing in this Agreement shall be deemed to create a joint venture, agency, employment, or other relationship between Translator and ISACA.

(e) This Agreement may not be assigned by Translator without the prior written consent of ISACA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

ISACA

TRANSLATOR

By:

By:

Title:

Title:

Signature

Signature

Date

Date

EXHIBIT A

CONTRIBUTOR’S REPRESENTATIONS AND AGREEMENT

These representations are made as of by _____ (“Contributor”), with offices (or residence in the case of individuals) at _____.

In consideration of the grant by the Information Systems Audit and Control Association, Inc. (“ISACA”) of the right to translate its copyrighted work(s), collectively, the “Works”) into the language (“Translations”), and other valuable consideration, Contributor represents and agrees as follows:

- 1. **Original Work.** Contributor represents and warrants that the Translations and any materials contributed by Contributor for inclusion in the Translations are original creations of Contributor and have not been copied or derived from any other work.
- 2. **Ownership of Intellectual Property.** ISACA owns and shall retain ownership of the copyright, trademark, and all other intellectual property rights in the Works and the Translations created hereunder, including, but not limited to, the glossary of terms and any related translation memory. The parties agree that the Translations shall be a work made for hire. If the Translations are not deemed to be a work made for hire under the United States copyright laws, or is not similarly treated under the copyright laws of any other country, or the Contributor is entitled to claim any other ownership interest in the Translations, the Contributor hereby transfers and agrees to transfer to ISACA all of the Contributor’s worldwide rights, title and interest in and to the Translations, including under patent, copyright, trade secret and trademark law (as well as the right to sue for infringement). The Contributor shall perform any acts that may be deemed necessary or desirable by ISACA to evidence more fully the transfer or ownership of the Translations to ISACA. To the extent that moral rights apply, Contributor consents to any use of the Translations and any materials contributed by the Contributor for inclusion in the Translations by ISACA, including, but not limited to, any alteration of the Translations, even when such usage may not properly attribute Translations or materials to Contributor.
- 3. **Warranty.** The Translator hereby represents and warrants that all translation of the Works shall be faithfully and accurately translated, and further represents and warrants that the Contributor is qualified to translate IT governance, audit, assurance and information security materials into Japanese, in accordance with the highest standards of care, skill and diligence.
- 4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, United States, applicable to agreements executed and performed in Illinois.

ISACA

CONTRIBUTOR

By:

By: _____

Title:

Title: _____

Signature

Signature

Date: _____

Date: _____