

IBM DATA GOVERNANCE COUNCIL

Membership Agreement

Data is the raw material of the Information Age. It is being collected, retained, disclosed and used at massive industrial rates. Hacking, viruses and worms, corporate and personal identity theft, organized cyber-crime, terrorism, privacy violations and regulatory requirements challenge effective information management. Meeting this challenge depends on balancing effective information access (protection) with appropriate use (production).

How a company defines and enforces "appropriate use" says everything about its character and sense of responsibility. In an organization, "appropriate use" is mandated by rules, policies and regulations, facilitated through its structure and practices, supported by employee training, market communication and IT infrastructure.

Transforming current business processes into mature, responsible Data Governance model requires using effective rules to control access to information in a way that lets organizations protect critical information assets at every step of a business transaction.

This is the 21st century organizational challenge: managing information to govern organizational behavior – controlling risks without restraining innovation.

But striking that balance is hard. If policies controlling access to information are too stringent, they'll stifle innovation. If they're not adequate, they'll jeopardize data security. Finding a balance that supports both security requirements and innovation needs is fundamental to data governance.

The IBM Data Governance Council has been established to study these challenges, provide leadership and develop solutions so that organizations can create cultures of risk mitigating behaviors supportive of people and the IT systems with which they interact. The goal is to help enterprises develop a new information management and protection paradigm: real time, end-to-end data governance and corporate compliance.

I. Mission and Objectives

The ***IBM Data Governance Council*** (DGC) is a global alliance of leading companies, institutions and technology solution providers working together with IBM to clarify and resolve common Data Governance challenges and solutions, as they relate to Security, Privacy, Trust and Corporate Compliance issues. The focus is on the management of Data Governance Policy, the impact of Policy on business processes and practices, and the enforcement of Policy in IT Infrastructure, Content

and Organizational Behavior.

II. Council Goals:

- Develop a Data Governance Blueprint for the governance and protection of personal and organizational data, within and between enterprises.
- Describe how organizations can implement the Data Governance Blueprint, using IBM and business partner solutions, as well as research concepts.
- Help member companies understand important Data Governance issues, and work together with IBM and participating business partners to study and solve common problems.
- Organize international forums for discussions of business and technology issues, with hands-on evaluation of solutions, methods and ideas.
- Develop Working Groups on Data Governance Policy, Best Practices, Infrastructure and Organizational Behavior.
- Serve as a Center of Competency for Data Governance issues.

III. Member Benefits

- Network with other solutions-minded business leaders focused on resolving Data Governance issues.
- Access and contribute to the understanding and codification of current and evolving Data Governance requirements across industries, jurisdictions and consumer markets, worldwide.
- Participate in Council Working Groups, which address critical Security, Privacy and Compliance issues.
- Gain critical insights into the usability, manageability and cost implications of technology solutions supporting Data Governance.
- Exchange ideas, thoughts and views regarding the rapidly evolving future of new technologies and services that address Data Governance challenges, and gain understanding how these challenges can be transformed into strategic advantages.
- Take advantage of the opportunity to present your firm's solutions at conferences, meetings and events, and engage customers across diverse industries and markets.

IV. Role of the IBM Council

- Investigate the intersection between Security, Privacy and Regulatory Compliance policies, and help provide input for solutions to help organizations transform Compliance from yearly audits to real-time, change-driven, on demand business processes that continually assess risks, update policies, and manage resources across the enterprise.
- Provide insight into changing industry trends, privacy and data governance solutions, information protection, regulatory compliance and on demand integration.
- Support awareness in the marketplace by participating in various reference activities, such as launch product references, press references and customer success stories.

V. Council Membership

The Council will be comprised of global business leaders, CIO, CSO, CPO or equivalent, from key geographies and industries where IBM currently has a strong presence, or where there is significant potential for penetration and growth.

Appointments to the IBM Council are assessed annually to allow a natural rotation of membership, as well as to maintain sufficient stability to ensure continuity in collective knowledge and levels of contribution.

VI. Term of Agreement

The term of this Agreement shall be for one calendar year, from the date of inception, _____, through the date of expiration, _____. This Agreement shall automatically renew for successive one year terms unless either party provides the other party notice of non-renewal at least 30 days prior to the end of the term. Either party, for any reason, may terminate this Agreement upon seven (7) days written notice.

VII. Confidentiality

As a Member, you agree to maintain all Confidential Information provided to you by IBM in confidence with at least the same degree of care that you use to protect your own confidential information and in no event less than reasonable care. Information shall be considered Confidential Information when (i) tangible disclosures are labeled as “confidential” or have a similar legend indicating the confidential nature of the disclosure and (ii) non-tangible disclosures are identified as confidential prior to disclosure and reduced to writing, marked as provided above, and delivered to you within thirty (30) days of the original date of disclosure. The obligation of confidentiality will expire three (3) years from the date of disclosure. The obligation of confidentiality will not apply to information that is:

- a. already in your possession with the obligation of confidence;
- b. independently developed by you;
- c. or becomes publicly available without breach of this Agreement;
- d. rightfully received from a third party without obligation of confidentiality; or
- e. released for disclosure with IBM’s written consent.

VIII. Residual Information

You shall be free to use and disclose ideas, concepts, know-how and techniques related to your business activities that are contained in the Confidential Information and retained in the memory of council members.

IX. Materials Provided to IBM

You hereby grant to IBM a worldwide, nonexclusive, royalty-free, irrevocable license to use, copy, display, perform, create derivative works based upon, and distribute and sublicense, all materials that you provide to IBM, including the right to grant these rights to others. You warrant that you have the full authority to furnish the materials to IBM under the foregoing license provisions and will indemnify and reimburse IBM for any claims and damages arising from a breach of this warranty. In no event will you provide any confidential information or material to IBM.

X. Miscellaneous

a. In the event that IBM provides any software or similar items to you, such software shall be subject to the terms of a separate license agreement.

b. This Agreement shall be subject to the laws of the State of New York without regard to conflict of laws provisions. Each party agrees to waive its rights to a jury trial.

c. You agree not to assign this agreement or any rights or obligations under it to any third party without the prior written consent of IBM.

d. No change or modification to this agreement is valid unless signed by both IBM and Member.

e. ALL MATERIALS AND INFORMATION PROVIDED TO MEMBER BY IBM ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL IBM BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THIS AGREEMENT.

f. This Agreement sets forth the entire agreement of IBM and the Member with respect to its subject matter, and supersedes all prior agreements, oral or written, with respect hereto.

Name of Member Enterprise:

By: _____

Title: _____

Date: _____

International Business Machines

By: _____

Title: _____

Date: _____