



MILITARY DEPARTMENT OF INDIANA
JOINT FORCES HEADQUARTERS – INDIANA
ADJUTANT GENERAL'S OFFICE
2002 SOUTH HOLT ROAD
INDIANAPOLIS, INDIANA 46241-4839



Indiana Civilian Cyber Corps (ICCC)

Advisor Agreement

This Advisor Agreement (this "Agreement") is entered into by and between the Adjutant General's Office of Indiana (the "State") and _____ (the "Member"). Pursuant to IC 10-16-22, the State has formed the Indiana Civilian Cyber Corps (the "ICCC").

The mission of the ICCC is to increase cybersecurity awareness, capability, and capacity throughout Indiana, with a secondary mission of providing rapid response capabilities for cybersecurity clients that would otherwise be unable to appropriately: (1) Respond to, (2) Mitigate, or (3) Recover from a cybersecurity incident.

In accordance with Indiana Code IC 10-16-1-5.8, an ICCC Advisor is an individual who has entered into an agreement with the Adjutant General to serve as a non-deployable member in the ICCC. The adjutant general shall administer the ICCC program and will establish criteria for appointment of advisors into the ICCC. The Member has agreed to become a member of the ICCC and this Agreement applies to all members associated with and or involved in the activities or affairs of the ICCC.

(Please initial in the highlighted space before each statement)

1. Terms of service. The Member understands that they are entering into the Indiana Guard Reserve as a civilian member as set forth in IC 10-16-22. The Member understands and acknowledges joining by appointment to the ICCC for a period of _____.
2. Public Trust. The Member understands and acknowledges that this appointment confers significant public trust and requires the member to always comport one's self as to not bring discredit to yourself or the organization; conduct official duties with a high degree of professionalism, and do not act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence official actions or decisions.
3. The Member understands and acknowledges that the adjutant general shall establish and publish those standards of experience, education, and conduct expected of the member to maintain their appointment to the ICCC, and that those publishes standards, and this Agreement, shall compel the member to comply with all lawful direction (orders, directives, and regulations) from those appointed over the member. Failure to adhere to these standards and/or follow those orders, directives, or regulations lawfully given may constitute grounds for dismissal from the ICCC.
4. Confidentiality.
 - a) The Member understands and acknowledges that during the course of the member's member service with the ICCC, he or she may have access to and learn about confidential, restricted, secret and proprietary documents, materials, data and other information, in tangible and intangible form, of and relating to the State, its residents and ICCC Client(s) ("Confidential Information").
 - b) The Member understands that Confidential Information also includes other information that is marked or otherwise identified as confidential, restricted or proprietary, or that would otherwise appear to a reasonable person to be confidential, restricted or proprietary

in the context and circumstances in which the information is known or used.

- c) [REDACTED] The Member further understands and acknowledges that this Confidential Information and the State's ability to reserve it for the exclusive knowledge and use of the State is of great importance and value to the State, and that improper use or disclosure of the Confidential Information by the Member will cause irreparable harm to the State, for which remedies at law will not be adequate and may also cause the State to incur financial costs, liability under confidentiality agreements with third parties, and civil damages.
- d) [REDACTED] The Member understands and agrees that Confidential Information developed by him/her in the course of the member's his/her service with the ICCC shall be subject to the terms and conditions of this Agreement as if the State furnished the same Confidential Information to the Member in the first instance. Confidential Information shall not include information that is generally available to and known by the public, provided that such disclosure to the public is through no direct or indirect fault of the Member or person(s) acting on the Member's behalf.
- e) [REDACTED] Confidentiality and Disclosure and Use Restrictions. The Member agrees and covenants:
 - (i) to treat all marked and unmarked Confidential Information as strictly confidential;
 - (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever (including other members of the ICCC) not having a need to know and authority to know and use the Confidential Information in connection with the operation of the ICCC; and
 - (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the State, except as required in the performance of the Member's authorized member duties to the ICCC or with the prior consent of an authorized officer acting on behalf of the State in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent).
- f) [REDACTED] Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. The Member shall provide written notice of any such order to an authorized officer of the State within two (2) days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the State to contest the order or seek confidentiality protections, as determined in the State's sole discretion.
- g) [REDACTED] Duration of Confidentiality Obligations. The Member understands and acknowledges that the member's obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Member first having access to such Confidential Information (whether before or after the member begins member service with the ICCC) and shall continue during and after the member's member service with the ICCC until such time as such Confidential Information has become public knowledge other than as a result of the Member's breach of this Agreement or breach by those acting in concert with the Member or on the Member's behalf.

5. Security.

- a) Security and Access. The Member agrees and covenants;
- (i) to comply with all State security policies and procedures as in force from time to time including without limitation those regarding computer equipment, telephone systems, voicemail systems, facilities access, monitoring, key cards, access codes, State intranet, internet, social media and instant messaging systems, computer systems, e-mail systems, computer networks, document storage systems, software, data security, encryption, firewalls, passwords and any and all other State facilities, IT resources and communication technologies ("Facilities and Information Technology Resources");
 - (ii) not to access or use any Facilities and Information Technology Resources except as authorized by the State; and
 - (iii) not to access or use any Facilities and Information Technology Resources in any manner after the termination of the Member's service with the ICCC, whether termination is voluntary or involuntary. The Member agrees to notify the State promptly in the event he or she learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any Facilities and Information Technology Resources or other State property or materials by others.
- b) Exit Obligations – Upon:
- (i) voluntary or involuntary termination of the Member's service with the ICCC or
 - (ii) the State's request at any time during the Member's service with the ICCC, the Member shall
 - (a) provide or return to the State any and all State property, including key cards, access cards, identification cards, security devices, network access devices, computers, other removable information storage devices, and all State documents and materials belonging to the State and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information, that are in the possession or control of the Member, whether they were provided to the Member by the State or created by the Member in connection with the member's member service with the ICCC; and
 - (b) delete or destroy all copies of any such documents and materials not returned to the State that remain in the Member's possession or control, including those stored on any non-State devices, networks, storage locations and media in the Member's possession or control.
- c) Self-Disclosure. The member understands that immediate reporting is required for any arrested or criminal charges by civilian authorities, the term arrest includes an arrest or detention, and the term charged includes the filing of criminal charges. Furthermore, it is understood that disclosure of arrest/criminal charges is not an admission of guilt and may not be used as such, nor is it intended to elicit an admission from the member self-reporting.
- d) By signing below, the Member acknowledges the Member's responsibility to provide information regarding any arrest and criminal charges by civilian authorities to Commander of the Indiana Guard Reserve or his/her designee and to the senior full-time ICCC administrator.
- e) Background Screening. The Member is required to undergo a successful background screening prior to membership in the ICCC. By signing below, the Member hereby consents to a background screening considered appropriate by the State. Further, the Member consents that the State may conduct periodic additional background checks at any time during the Member's service.

6. Conflict of Interest. The Member shall make every effort to avoid any conflict between their own personal, company or firm interests and the interests of the State or the ICCC Client(s), in all actions taken by them on behalf of the State. A Member shall abstain from duty with the ICCC when such service could cause the Member to benefit personally or cause the Members' company, firm or full-time employer to benefit from the outcome of such service. The Member will disclose any potential conflict of interest to the State. The disclosure of any potential conflict should be in writing and should describe the facts and circumstances relative to the potential conflict of interest. It will be the decision of the State as to a resolution of the conflict, if a resolution is deemed necessary. Any Member who is aware of a conflict of interest on the member's part and fails to report such shall be subject to removal from the ICCC.
7. Expertise Attestation (Not applicable for non-technical mentors, leaders, and support personnel). The Member attests that he or she meets any standard of expertise that may be established by the State in order to qualify as a member of the ICCC. The standard of expertise for an Advisor currently includes but is not limited to having at least 2-4 years of direct involvement with cyber law, network administration, computer science, information security, security operations, incident response, and/or digital or network forensics.
8. Publicity. The Member hereby consents to any and all uses and displays, by the State and its agents, of the Member's name, voice, likeness, image, appearance and biographical information in, on or in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs and advertising, other advertising, sales and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes and all other printed and electronic forms and media throughout the world, at any time during the period of the member's member service with the ICCC, for all legitimate business purposes of the State ("Permitted Uses"). Member hereby forever releases the State and its directors, officers, members and agents from any and all claims, actions, damages, losses, costs, expenses and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the period of the member's member service with the ICCC, in connection with any Permitted Use.
9. Miscellaneous.
- a) Pay. Notwithstanding any other provision of law, ICCC members operate in a voluntary status and are not entitled to any financial compensation in exchange for the voluntary services provided, excluding allowable per diem and/or applicable travel reimbursement.
 - b) Liability. Pursuant to IC 10-16-22-4(b), a member of the ICCC is subject to the same civil and criminal immunity protections as a member of the Indiana National Guard under IC 10-16-7-7(b) and IC 10-16-7-7(d) for any act done by the ICCC member in the discharge of their official duties.
 - c) Pursuant to IC 10-16-22-3(a), an ICCC member is not an employee, agent, or independent contractor of the state of Indiana for any purpose and has no authority to bind the state of Indiana with regard to third parties.
 - d) The Member acknowledges that he or she may not operate automotive or other State-owned equipment without specific written authorization of the State.
10. Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.
11. Remedies. The Member acknowledges that the State's Confidential Information and the State's ability to reserve it for the exclusive knowledge and use of the State is of great importance to the State, and that improper use or disclosure of the Confidential Information by the Member will cause irreparable harm to the State, for which remedies at law will not be adequate. In the event of a breach or threatened breach by the Member of any of the provisions of this Agreement, the Member

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hereby consents and agrees that the State shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

Member Acknowledgement - I agree to abide by the terms of this Agreement and understand that any breach of this Agreement may result in immediate termination of my involvement as a member in any capacity with the ICCC.

Member Name – printed: 

Member Signature: 

Date: 

ICCC Authorized Representative Acknowledgment

Authorized Representative Name: _____

Authorized Representative Signature: _____

Date: _____