# NIST Security Control Overlay Repository Participation Agreement

This document establishes the terms of agreement for participating in the National Institute of Standards and Technology (NIST) Security Control Overlay Repository. Prior to submitting a security control overlay, please ensure the most recent version of the participation agreement document is included.



# NIST Security Control Overlay Repository

# Participation Agreement

## Version 1.0

**June 1, 2018**

Participating organizations may submit overlays after agreeing to the following terms and conditions:

1. Security control overlays submitted to the Repository may be made available for use by interested parties for a fee or free of charge. The cost, if any, should be clearly stated.
2. Comments and issues raised by an internal NIST review of security control overlay submission(s) are to be resolved before the overlay is posted.
3. Submitted security control overlay(s) are maintained and updated. A timely response (within 10 business days) is provided to requests from NIST for information or assistance regarding the contents or structure of existing (already posted) security control overlay(s).
4. The submitter agrees to indemnify and hold NIST harmless in any subsequent litigation or claim involving the submitter’s security control overlay submission.
5. NIST reserves the right to terminate the Security Control Repository at any time for any reason at NIST’s sole discretion.
6. To have an overlay removed from the Repository, a requesting organizations must provide NIST with a 10 business day advance written request to remove such overlay.
7. NIST may terminate an organization’s participation in the security control overlay repository and/or NIST may terminate its consideration of an overlay submission(s) or may remove an overlay submission from the Repository at any time at NIST’s sole discretion. NIST will contact the organization 10 business days prior to its intention to remove an overlay.
8. NIST or the Department of Commerce names may not be used on any advertisement, product, or service that is directly or indirectly related to this participation agreement.
9. NIST does not directly or indirectly endorse any product or service provided, or to be provided, by the participating organization, or its licensees. It may not be implied in any way that participation in the security control overlay repository is an endorsement of any such product or service.
10. Security control overlay(s) must be updated with SP 800-53 security controls within 1 year of publication of the final version.
11. Submitter warrants that Submitter is the owner of the security overlay and/or owns the full right and interest necessary to submit such overlay to the repository and to grant others the right to use the overlay. Submitter further warrants that the submission does not violate the intellectual property rights of another.

By signing below, participating organizations consent to the terms and conditions of the NIST Security Control Overlay Repository.

Organization or company name:

Name and title of organization authorized person:

Signature:

Date:

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Name and title of organization authorized person:

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Date: