September 23, 2019

Dear Recipient:

The American Bar Association (ABA) is the national professional association for America’s lawyers and provides a wide range of services to its members and the public. The ABA’s mission is to equally serve its members, its profession and the public by defending liberty and delivering justice as the national representative of the legal profession.

The Internal Audit Department of the ABA (IA) is inviting you to submit a written proposal to provide internal audit services in completing two audits, summarized below, as well as IT advisory services. This request for proposals creates no express or implied obligations, at law or in equity, by the ABA.

The table below outlines the audit efforts requested, including proposed timelines and estimated hours:

<table>
<thead>
<tr>
<th>Requested Audit/Services</th>
<th>Description</th>
<th>Start/End Dates</th>
<th>Estimated Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABA Program Security Controls Assessment (ProBAR and ROLI operations*)</td>
<td>Evaluate ABA’s ability to protect the IT environment and safeguard sensitive data associated with key ABA programs. Confirm adequate protections are in place to secure data, manage third parties, and integrate with relevant ABA entities.</td>
<td>Target Start: January 6 (or earlier);</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>End date: January 31</td>
<td>300 - 375</td>
</tr>
<tr>
<td>System Development Life Cycle (SDLC) and Change Management Audit</td>
<td>Evaluate ABA’s System Development Life Cycle (SDLC) methodology for handling large-scale projects and custom application development to determine if sound project management and change management disciplines are utilized, adequately designed, and operating effectively.</td>
<td>Target Start: May 1 (or earlier);</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>End date: May 31</td>
<td>300 - 375</td>
</tr>
<tr>
<td>IT Audit Advisory and Support Services</td>
<td>Ad-hoc hours to provide advisory services and support ABA Internal Audit administration and project delivery. Hours used on an as-needed basis.</td>
<td>On-going</td>
<td>80-100</td>
</tr>
</tbody>
</table>

*ProBAR and ROLI – ProBAR is the ABA’s South Texas Pro Bono Asylum Representation Project (ProBAR) located in Harlingen, Texas; ROLI is the ABA’s Rule of Law Initiative (ROLI) headquartered in Washington, DC, overseeing operations in Africa, Asia and the Pacific, Europe and Eurasia, Latin America and the Caribbean, the Middle East and North Africa. Systems supporting ProBAR and ROLI are not interfaced with ABA’s systems nor centrally managed by the IT Department in Chicago. Due to rapid growth, sensitive data and decentralized operations, ProBAR may be migrated to ABA’s platforms in late 2020. IA’s project will focus on ProBAR. For ROLI, IA’s scope will be limited to documenting an understanding of systems, security controls and potential data exposure for future consideration.

While this proposal is directed towards the three specific audit efforts noted above from its FY2020 Internal Audit Plan, if the selected firm provides high quality deliverables and client service, the ABA hopes to build a strategic partnership with the firm to provide ongoing IT audit services.
Audit Deliverables and Communication
At the conclusion of each audit, a formal written report, detailing findings, control design and operating
gaps, associated risks/risk ranking, and recommendations for improvement must be provided. Also,
supporting documentation, including a list of controls designed/tested (see RCM sample in Appendix D)
and any workpapers or evidentiary matter should be provided. It is also expected that Internal Audit
Management will be provided at least weekly updates on progress and key findings or concerns.

If your firm plans to submit a proposal, please complete the Notice of Intent to Propose on the next
page and return it via email no later than 5:00 p.m. CST on September 27, 2019. Detailed
instructions are included on the Notice.

Requirements for Evaluation
Your proposal for Internal Audit services should at least include the following (We may ask for
supplemental information after our review of all written proposals):
- Completed IT Audit Services Evaluative Questionnaire
- Names/contact information for at least two clients for whom you have performed similar services
- Any supporting materials (e.g. resumes of assigned staff)

Bid Evaluation Criteria
All bids will be evaluated based on the following criteria:
- Cost/overall value - 40%
- Comprehensive and complete response to the RFP - 20%
- Reputation/experience with similar projects/not-for-profit industry - 15%
- Experience of proposed engagement team - 10%
- Ability to meet project timeline requirements - 10%
- Professional references and not-for-profit experience - 5%

The following is our anticipated timetable for the proposal and selection process:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 24, 2019</td>
<td>Communication of request for proposal for quotes.</td>
</tr>
<tr>
<td>September 27, 2019</td>
<td>Notice of Intent to Propose due back to the ABA no later than 5:00 p.m. CST.</td>
</tr>
<tr>
<td>October 3, 2019</td>
<td>Pre-bid conference call at 2:00 p.m. CST for all participants. Conference call dial-in number to be provided upon receipt of Notice of Intent.</td>
</tr>
<tr>
<td>October 18, 2019</td>
<td>Formal written proposals to be received no later than 5:00 p.m. CST.</td>
</tr>
<tr>
<td>October 25, 2019</td>
<td>Communication of successful bidder.</td>
</tr>
</tbody>
</table>

If you have any questions, please feel free to contact me by phone or email.

Regards,

[Signature]
Grace Piercy
Executive Associate Director, Internal Audit
NOTICE OF INTENT TO SUBMIT A PROPOSAL

Email: Katyana Terrell, Senior Internal Auditor, at Katyana.Terrell@americanbar.org
Phone #: (312) 988-5831

_____ We DO intend to submit a proposal on providing IT audit services to the ABA.
(Please complete section A below)

_____ We DO NOT intend to submit a proposal on providing IT audit services to the ABA.

SECTION A:

Firm: ______________________________
Address: ______________________________

__________________________________________  ______________________________
Tax ID #: ______________________________  Contact: ______________________________  Title: ______________________________

Phone #: ______________________________  E-mail: ______________________________
Fax #: ______________________________  

NOTE: THIS FORM MUST BE FULLY COMPLETED AND RETURNED BY SEPTEMBER 27, 2019, IN ORDER FOR THE FIRM TO BE CONSIDERED IN THE PROPOSAL PROCESS.
# IT AUDIT SERVICES EVALUATIVE QUESTIONNAIRE

All questions must be answered in the spaces provided.  
(Documents in addition to this questionnaire may be submitted).

<table>
<thead>
<tr>
<th>Question</th>
<th>Supplier’s Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Describe your firm, including size, locations, and range of services. (Please highlight if you have offices/resources available near ABA’s DC and TX locations)</td>
<td></td>
</tr>
<tr>
<td>2. What is your firm’s understanding of the services to be provided?</td>
<td></td>
</tr>
<tr>
<td>3. Provide estimate of the fees and hours for each of the three audit services noted above. These fees should be quoted on a fixed fee basis or fixed fee range, noting any additional estimated out-of-pocket expenses. Also provide rate per hour/level or blended rate for special projects or telephone conversations seeking advice on specific IT audit topics.</td>
<td></td>
</tr>
<tr>
<td>4. Describe other services your firm makes available to clients (i.e. industry specific networking/roundtables, knowledge repositories, fraud and data analytics, etc.)</td>
<td></td>
</tr>
<tr>
<td>5. Describe your firm’s experience in the not-for-profit industry and provide references if available.</td>
<td></td>
</tr>
<tr>
<td>6. Describe the number and level of auditors (e.g., staff, manager, senior, partner) who would be assigned to each audit engagement and, if known, please attach resumes or bios noting their qualifications (i.e. years of experience, education, and professional designation)</td>
<td></td>
</tr>
<tr>
<td>7. Describe your firm’s general approach to IT audit planning, fieldwork, reporting and communications.</td>
<td></td>
</tr>
<tr>
<td>8. What is your proposed timeline to start and complete each of the audit projects?</td>
<td></td>
</tr>
<tr>
<td>9. What is your proposed protocol for the treatment of out-of-scope services.</td>
<td></td>
</tr>
<tr>
<td>10. Do you agree to sign a confidentiality and nondisclosure agreement prior to executing an agreement with the ABA? (see Appendix B)</td>
<td></td>
</tr>
</tbody>
</table>
APPENDICES

The appendices below are samples of documents expected to be completed by the selected vendor.

Appendix A: Contract for Services
This template is a formal, legally binding agreement between the ABA and selected vendor.

Appendix B: Confidentiality and Nondisclosure Agreement
This template is a legally binding contract in which a person or business promises to treat specific information as a trade secret and promises not to disclose the secret to others without proper authorization.

Appendix C: Schedule of Insurance Coverage Requirements of the Landlord/Property Owner
This document contains the certificate of insurance requirement for selected vendor.

Appendix D: Example of Risks and Controls Matrix (RCM)
This template contains all the pertinent data about each control in a process, including risk and control description, control type, assertions, frequency of occurrence, etc.
APPENDIX A

CONTRACT FOR SERVICES

This AGREEMENT made this [insert day of month] day of 20[insert year], between the American Bar Association, an Illinois not for profit corporation ("ABA"), on behalf of its [insert name of ABA entity], having a principal place of business at [ABA office address] and [insert name of contractor (hereafter "Contractor") having a principal place of business at [insert full address].

Contractor’s Phone #: [insert phone number]
Contractor’s Fax #: [insert fax number]

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This Agreement will become effective on [insert start date] and will continue in effect through [insert end date], unless terminated earlier in accordance with the provisions of Article 6 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of ABA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between ABA and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Specific Services

Section 3.01. Contractor agrees to perform the following services ("Services"): Describe the services in sufficient detail that a third party would have a general idea of the work to be done. This description can reference a separate document, such as an RFP, if attached.
Method of Performing Services

Section 3.02. Contractor will determine the method, details, and means of performing the Services. ABA shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's Services.

Employment of Assistants

Section 3.03. Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the Services. ABA may not control, direct, or supervise Contractor's assistants or employees in the performance of these Services. If project is grant funded, no part of the Services may be assigned or sub-contracted without prior written ABA approval.

Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

Place of Work

Section 3.04. Contractor shall perform the Services required by this Agreement at any place or location and at such times as Contractor shall determine, consistent with the Services to be provided. ABA may provide on-site accommodations to facilitate the work of Contractor that requires immediate access to ABA staff and ABA computer systems.

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the Services to be performed by Contractor, ABA agrees to pay Contractor $______

FREQUENCY OF INVOICES

Section 4.02. Contractor shall submit invoices select frequency (e.g., at the end of each month) or if a deliverable-based contract, upon acceptance of deliverable by the ABA.

Invoices

Section 4.03. Contractor shall submit invoices for all Services rendered. Invoices shall include the following:
• Name and Address
• Services Performed
• Dates Services Performed
• Fee for Services per Section 4.01
• Reimbursable expenses, if any, per Section 4.05
• ABA Purchase Order Number

Date for Payment of Invoices

Section 4.04. Approved invoices will be paid within 45 days of date of invoice.

Expenses

Section 4.05. Contractor shall be responsible for all costs and expenses incident to the performance of Services for ABA, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor’s costs of doing business. ABA shall be responsible for no expenses incurred by Contractor in performing Services for ABA, except as noted as follows:

Usually,"Reasonable and necessary expenses, subject to prior approval by the ABA."

Any reimbursement of expenses is subject to compliance with ABA reimbursement policies and any applicable funding agency rules and regulations. It is the responsibility of Contractor to know and comply with such requirements. Contractor may request a copy of applicable reimbursement policies from the ABA.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

Tools and Instrumentalities

Section 5.01. Contractor will supply all tools and instrumentalities required to perform the Services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or Services from ABA. ABA may provide on-site access to Association mainframe and network computer systems to facilitate work of the Contractor on behalf of the ABA.

Workers' Compensation

Section 5.02. If applicable, Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents. Contractor agrees to hold harmless and indemnify ABA, its officers, agents and employees
for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

**Indemnification of Liability**

Section 5.03. Contractor shall indemnify and hold ABA, its officers, agents and employees harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising, directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to carry liability insurance in an amount appropriate to the services provided and shall submit evidence thereof upon request by the ABA.

**Assignment**

Section 5.04. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of ABA.

**State and Federal Taxes**

Section 5.05. As Contractor is not ABA's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- ABA will not withhold FICA (Social Security) from Contractor's payments;
- ABA will not make state or federal unemployment insurance contributions on Contractor's behalf;
- ABA will not withhold state or federal income tax from payment to Contractor;
- ABA will not make disability insurance contributions on behalf of Contractor;
- ABA will not obtain worker's compensation insurance on behalf of Contractor.

**Copyright Act of 1976**

Section 5.06. For purposes of the Copyright Act of 1976, ABA will be the owner of all copyright rights which may flow from the Services as a work made for hire. If any copyrightable product that may result from the Services is not lawfully one made for hire, the Contractor hereby assigns to the ABA the entire copyright in and to that product.
Compliance Requirements for Federally-Funded Contracts

Section 5.07  COMPLIANCE WITH FEDERAL REGULATIONS: If any portion of this Agreement will be paid with any federal funds, Contractor understands and agrees that compliance is required with the provisions of Appendix II of 2 CFR 200 (http://www.ecfr.gov/cgi-bin/text-idx?tpi=/ecfrbrowse/Title02/2cfr200_main_02.tpl) which are hereby adopted by reference and made a part of this Agreement. It is Contractor’s responsibility to review, understand and comply with these requirements. The ABA will provide a copy of Appendix II upon Contractor’s written request.

In addition, regardless of funding, to the extent that any of the Services is performed overseas, in compliance with the ABA’s Business Conduct Standards and any other applicable ABA policy as may be adopted from time to time, Contractor agrees to strictly comply with the Foreign Corrupt Practices Act (15 U.S.C. § 78 dd-2, et seq.) (“FCPA”) and other applicable anti-bribery law/anti-corruption law and affirmatively warrants that Contractor will not pay, or offer to pay, any foreign government official, including a party official or manager of a state-owned concern, or to any other person, knowing that the payment or promise will be passed on to a foreign official, with the purpose of corruptly (a) influencing any act or decision of that person (b) inducing such person to do or omit any action in violation of his lawful duty, (c) securing an improper advantage, or (d) inducing such person to use his or her influence to affect an official act or decision, in order to assist in obtaining or retaining business for or with, or directing any business to, any person. Contractor agrees it is under an affirmative obligation to notify the ABA in the event it has any reasonable suspicion that it or any third party utilized by Contractor be in violation of the FCPA or any other applicable anti-bribery or anti-corruption law. Contractor agrees that in the event the ABA reasonably determines that Contractor has violated this provision, Contractor will return all payments made under this Agreement to the ABA within seven business days. Contractor agrees to indemnify and hold the ABA harmless, including for attorney fees and costs, for any and all claims arising out of its breach or asserted breach of this provision.

Confidentiality

Section 5.08  Contractor shall keep confidential any information that is learned by or provided to Contractor in connection with this Agreement regarding the ABA, its agents, employees, members, staff, officers, operations, or practices, other than information that is known to the general public. Contractor shall not use such information for any purpose other than to fulfill Contractor’s obligations under the Agreement and shall not disclose such information to any third party, except as may be required by law. This section shall survive the termination or expiration of this Agreement.

ARTICLE 6. TERMINATION OF AGREEMENT

Section 6.01.  This Agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of either party;
2. Sale of the business of either party;
3. Death or incapacity of Contractor.
Termination by ABA

Section 6.02. Should the ABA determine, in its sole reasonable opinion, that Contractor is failing to perform the Services in a manner satisfactory to the ABA, which unsatisfactory performance may include factors beyond the control of Contractor, ABA may, at its option, terminate this Agreement in whole or in part on service of written notice. In the event of termination, Contractor shall be entitled to compensation for Services under Article 4 only through the date of receipt of notice of termination, except as the parties may otherwise agree in writing.

If the grant supporting the Services, or any portion thereof, is terminated by the grantor, this Agreement may be terminated by ABA in whole or in part by written notice.

Termination by Contractor for Default of ABA

Section 6.03. Should ABA default in the performance of this Agreement or materially breach any of the provisions, Contractor, at the Contractor's option, may terminate this Agreement by giving written notice to ABA.

Termination for Failure to Make Agreed-Upon Payments

Section 6.04. Should ABA fail to pay Contractor all or any part of the compensation set forth in Article 4 of this Agreement on the date due, Contractor, at the Contractor's option, may terminate this Agreement if the failure is not remedied by ABA within forty-five (45) days after notice of the overdue payment is given by Contractor.

ARTICLE 7. GENERAL PROVISIONS

Section 7.01. Any notices to be given hereunder by either party to the other must be in writing and may be effected by personal delivery, by U.S. mail, by email or by major delivery service, with documentation of delivery. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices will be deemed received as of date reflected in documentation of delivery.

Entire Agreement of the Parties

Section 7.02. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor for ABA and contains all the covenants and agreements between the parties with respect to such Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf
of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

**Partial Invalidity**

Section 7.03. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.

**Attorneys' Fees**

Section 7.04. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

**Governing Law**

Section 7.05. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Any legal proceeding in connection with this Agreement may be brought only in state or federal courts of competent jurisdiction located in Chicago, Illinois. The parties hereto specifically waive any objection they may have to personal jurisdiction or venue in Chicago, Illinois.

**Administration**

Section 7.06. Day-to-day administration of the Agreement on behalf of the ABA will be performed by:

Name, title, mailing address, and telephone number of responsible ABA staff person.

**Insurance**

Section 7.07. For Services on behalf of the ABA Rule of Law Initiative, the ABA will provide medical and political evacuation benefits for the duration of Contractor’s stay, including foreign voluntary workers’ compensation benefits, accidental death and dismemberment benefits, and evacuation benefits. These benefits are intended only to provide logistical support in the event of an emergency; it is not medical insurance and will not cover the cost of medical treatment. Contractor is required to maintain adequate medical insurance coverage while traveling to the assignment and while working on behalf of the ABA.
Date: enter date of signing by first party

Insert Name of Contractor in all caps:
By: ____________________________
   (Signature)

Printed Name: __________________
Title: __________________________

AMERICAN BAR ASSOCIATION
By: ____________________________
   (ABA Authorized Signature)

Title: __________________________
APPENDIX B

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Agreement, with the effective date of __________ (hereinafter referred to as "Recipient"), residing at __________ and the American Bar Association (hereinafter referred to as "ABA"), an Illinois not for profit corporation with principal offices at 321 North Clark Street, Chicago, Illinois 60654.

WHEREAS the parties will be working together on __________;

WHEREAS, either party may, in connection with this Agreement, disclose ("disclosing party") to the other party ("receiving party") information considered confidential and proprietary to the disclosing party (hereinafter "Confidential Information");

NOW THEREFORE the parties, intending to be legally bound, agree as follows:

1. DEFINITION

Confidential Information. Confidential Information as used in this Agreement, includes but is not limited to information identified as confidential by the disclosing party at the time of disclosure, or which by its nature is normally considered confidential including but not limited to the following: (i) information and compilations of data regarding ABA business methods, practices and strategies, contracts or other business relationship; (ii) information and compilations of data regarding the names, personal information and transactions of its members; (iii) copyrights, trademarks and applications relating thereto; (iv) ABA programs, including related files and records, and (v) any other information not generally known to the public.

2. ACKNOWLEDGEMENT

Both parties acknowledges that disclosure of any Confidential Information may give rise to substantial and irreparable harm to the disclosing party and therefore, upon any such breach or any threat thereof, the disclosing party shall be entitled to immediate appropriate equitable relief in addition to whatever remedies it may have at law and/or equity as determined by a court of competent jurisdiction. The prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

3. OBLIGATIONS

The receiving party shall not use or disclose Confidential Information for any purpose except as necessary to fulfill obligations under this Agreement or as required by law provided the disclosing party is given advanced written notice as permitted by law prior to disclosure. The receiving party agrees to limit access to such Confidential Information to employees or agents who need access to fulfill the obligations under this Agreement and the receiving party shall require such employees or agents who have access to Confidential Information to abide by the confidentiality provisions in this Agreement.

The receiving party shall protect the disclosing party's Confidential Information with the same degree of care that it regularly uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event with less than a reasonable degree of care. The receiving party shall promptly return to the disclosing party all copies of any Confidential Information of the disclosing party in its possession or control upon request, or in any event, upon
any termination or expiration of this Agreement. No rights or licenses under patents, trademarks or copyrights are granted or implied by any disclosure of Confidential Information.

Recipient acknowledges that during any meeting(s) and/or communication(s) with any and all employees, member, or agents of the ABA it may become informed of certain trade secrets, proprietary and/or Confidential Information of the ABA, its members, employees or agents.

At the end of any meetings or communications with the ABA, upon request each party will return confidential and proprietary information of the other, provided, however, that each party shall be entitled to retain one archival copy of any notes, analyses, reports or other material prepared based on Confidential Information, which shall remain subject to this Agreement.

Obligations of confidentiality imposed by this Agreement shall not apply to any Confidential Information that 1) is received from a third party who was free to disclose the information; 2) is independently developed by employees of the receiving party who have not had access to such Confidential Information; 3) is or becomes publicly available through no wrongful act of the receiving party; 4) is already known by the receiving party as evidenced by documentation bearing a date prior to the date of disclosure; or 5) is approved for release in writing by an authorized representative of the disclosing party.

4. GENERAL TERMS

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Any legal proceeding in connection with this Agreement may be brought only in state or federal courts of competent jurisdiction located in Chicago, Illinois. The parties hereto specifically waive any objection they may have to personal jurisdiction or venue in Chicago, Illinois.

This Agreement shall be effective as of the date first above written and the term shall extend through and until the earlier of (a) one (1) year from the effective date hereof, or (b) the date on which the Parties execute definitive legal documentation evidencing a transaction, which documentation contains a confidentiality undertaking by the Parties. However, either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party."

The restrictions and obligations of this Confidentiality and Nondisclosure Agreement shall survive any expiration, termination, or cancellation of this Agreement.

The undersigned has caused this Agreement to be executed by its duly authorized representatives.

RECIPIENT

By: ________________________________
   (Signature)

Title: ______________________________

Date: ______________________________

AMERICAN BAR ASSOCIATION

By: ________________________________
   (Signature)

Title: ______________________________

Date: ______________________________
APPENDIX C

Schedule of Insurance Coverage Requirements
of the Landlord/Property Owner

**Insurance Coverage Requirements:**

Insurance Companies must have AM Best rating of A, X (minimum or greater)

**Workers’ Compensation** Statutory benefits

Employer’s Liability $1,000,000 each accident
$1,000,000 disease each occurrence
$1,000,000 disease policy limit

**General Liability** (including contractual liability)

Limit of Liability $1,000,000 each occurrence
$2,000,000 general aggregate
$2,000,000 products/completed operations aggregate
$ 10,000 Medical Payments

**Automobile Liability**

Limits of Liability $1,000,000 each accident

**Commercial Umbrella Liability**

Limits of Liability $5,000,000 each occurrence
$5,000,000 annual aggregate
## APPENDIX D

### Example of Risks and Controls Matrix

<table>
<thead>
<tr>
<th>Process</th>
<th>Sub-Process</th>
<th>Process Owner</th>
<th>Risk No.</th>
<th>Risk</th>
<th>Control Objective</th>
<th>Control No.</th>
<th>Actual Control</th>
<th>Control Owner</th>
<th>Key Control (Y/N)</th>
<th>Frequency of Control (daily, monthly, etc.)</th>
<th>Compliance of Control</th>
<th>Result of Compliance</th>
<th>Accurate Measurement of Result</th>
<th>Preventative (P) or Detective (D)</th>
<th>Manual (M) or System (S)</th>
<th>System name, if system control</th>
<th>Control Designed Effectively (Y/N)</th>
<th>Control Operating Effectively (Y/N)</th>
<th>Test No.</th>
<th>WP Reference No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT</td>
<td>Change Management</td>
<td>Name</td>
<td>1</td>
<td>Unauthorised changes may be applied to production applications and systems.</td>
<td>Controls provide reasonable assurance that only authorized changes are migrated to applications and systems.</td>
<td>CM.1</td>
<td>IT Management documents and approves change requests to financial applications (e.g. functionality changes, version upgrades, bug-fixes) prior to being developed.</td>
<td>Name</td>
<td>Y</td>
<td>As needed</td>
<td>x</td>
<td>P</td>
<td>M</td>
<td>N/A</td>
<td>Y</td>
<td>Y</td>
<td>1</td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IT</td>
<td>Change Management</td>
<td>Name</td>
<td>1</td>
<td>Unauthorised changes may be applied to production applications and systems.</td>
<td>Controls provide reasonable assurance that only authorized changes are migrated to applications and systems.</td>
<td>CM.2</td>
<td>IT personnel and business users test changes to financial applications prior to migration into production.</td>
<td>Name</td>
<td>N</td>
<td>As needed</td>
<td>x</td>
<td>P</td>
<td>M</td>
<td>N/A</td>
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