

**Framework for Affiliation
of
THE OPSEC PROFESSIONALS SOCIETY
AND THE
SECURITY ANALYSIS AND RISK MANAGEMENT ASSOCIATION**

The OPSEC Professionals Society (OPS) and the Security Analysis and Risk Management Association (SARMA) (collectively "the Parties") are two organizations established to support the security requirements of the Nation by enhancing and supporting the development of the security risk management and security professions, by providing opportunities for professional development, and by providing sources of independent, unbiased and informed advice to policy makers in the areas of operations security and security risk management.

To sustain its tradition of support to the OPSEC community, OPS has identified the need to affiliate¹ with an organization that represents a broader constituency. Similarly, SARMA has identified the need to grow in membership and gain access to mature and tested approaches to the development and implementation of professional training and certification programs to fulfill one of its core missions. The Parties desire to establish an organization that is financially sound, responsive to the needs of their core constituencies, and respectful of each other's history and traditions.

The Parties believe an affiliation will produce a stronger, more vibrant entity better able to serve the needs of practitioners across the security risk management spectrum. In that regard, the Parties make the following assertions and representations about their intent:

WHEREAS SARMA seeks to grow in membership, inclusiveness, and influence in both the national security and homeland security communities, and;

WHEREAS OPS seeks to serve the OPSEC community and maintain an identity and legacy of service in this area, and;

WHEREAS SARMA and OPS must compete with larger and better funded professional associations for sponsor funding, new members and influence in the profession, each must strive to incorporate greater intellectual capital into its platform to appeal to a broader cross-section of the market. The Parties seek to do this through affiliation, as well as expanding the development and delivery of training and certification programs, and;

WHEREAS the investment required for maintaining a robust and active professional association requires a significant base of both individual membership and corporate sponsorship, perhaps larger than either of the Parties currently enjoys by itself, and;

WHEREAS the Parties possess complementary infrastructure (leadership, financial endowments, technology-enhanced communications, e-commerce capabilities, conference booths, marketing materials, etc.), each would benefit from the shared use, rather than re-creation and duplication, of that infrastructure, and;

¹ In the context of this Framework, the term "affiliate" is intended as a general term to connote the interest of the Parties in seeking a more formal relationship, and is not intended to imply the ultimate form that relationship might take.

WHEREAS in the course of such discussions and negotiations, it is anticipated that the Parties may disclose or deliver to one another certain trade secrets and confidential or proprietary information for the purpose of enabling the Parties to evaluate the feasibility of a formal relationship. The parties have previously entered into a Mutual Non-Disclosure Agreement that governs this process and ensures the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement.

BE IT NOW THEREFORE RESOLVED that the Parties shall undertake the phased approach to affiliation detailed herein, subject to review by each Party's legal counsel, and the approval of the Board of Directors and Membership of each organization, and;

BE IT NOW FURTHER RESOLVED that each Party has the right to terminate this Agreement upon written notice to the other Party at any time during the affiliation process detailed herein. Upon termination of the Agreement by one of the Parties, all documents made available to the other (organization sensitive and/or proprietary) shall be returned or destroyed upon request or termination of the agreement and the Parties shall have no further obligation or liability to one another except for the continuing obligation of confidentiality hereunder, and;

BE IT NOW FURTHER RESOLVED to set as a goal the completion of this affiliation process within one year of the signature of this Framework by each of the Parties.

Affiliation Process

The affiliation process shall take place in three phases, culminating in a vote by the Board of Directors and Membership of each organization on acceptance of the affiliation terms and conditions and full implementation of this Framework. The following sections detail actions that will be undertaken by the Parties in each phase.

Phase I - Phase I shall encompass actions to be taken within one month of the signature of this Framework by each of the Parties. These actions shall include:

- Formation of a Joint Exploratory Committee, comprised of the Presidents of OPS and SARMA, along with two additional members appointed by the Board of Directors of each organization;
- The Board of Directors and Officers of each of the Parties joining the others as members (customary fees shall be waived for this purpose);
- Issuance of a joint statement on the signature of the Framework and intent to affiliate;
- Full disclosure of each Party's financial state (including all assets and liabilities) to the Joint Exploratory Committee, as well as full disclosure of all membership issues, details and conditions (including all past or current liabilities or litigation); and
- Retention of appropriate legal counsel to guide the process (each Party shall retain its own legal counsel and identify such counsel to the other Parties within 10 days of the execution of this Framework).

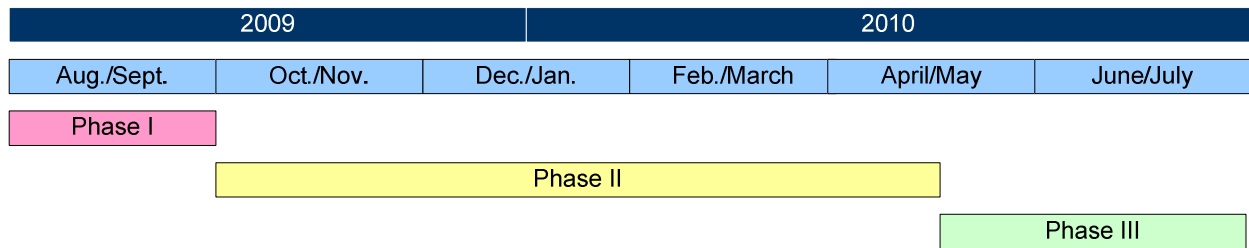
Phase II – Phase II shall be comprised of efforts by the Joint Exploratory Committee to prepare for the affiliation of the Parties, as well as specific actions designed to foster a public sense of the combined organization within seven months of the signature of this Framework by each of the Parties. Phase II activities shall include:

- Development of the terms and conditions of the affiliation agreement by the Joint Exploratory Committee, in concert with appropriate legal representation;
- Implementation of mutually agreeable links and content on each of the Parties' websites and other media to connect the organizations and keep the Membership updated on the progress of the affiliation;
- Joint sponsorship of scheduled events, to include cost/revenue sharing; and,
- Initiation of a formal effort to leverage the existing OPSEC training and certification program to develop and implement a complementary security risk management training and certification program.

Phase III - Phase III shall provide for the culmination of the affiliation within twelve months of the signature of this Framework by each of the Parties through the following actions:

- A vote of affirmation of the terms and conditions of the affiliation agreement by the Board of Directors of each of the Parties (to include a resolution that the matter be put to a vote by the Membership of the organization); and
- A vote by the Membership of each of the Parties formally approving the terms and conditions of the affiliation.

Timeline of Events

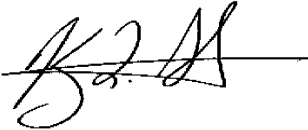


Entire Agreement

This Agreement contains all of the agreements, representations, and understandings of the parties related to the affiliation of OPS and SARMA. This Agreement shall be superseded by the final terms and conditions of the affiliation agreement to be negotiated between the Parties and subject to the approval of the Board of Directors and Membership of the Parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of the last signature below.

Daryl Haegley
President
OPSEC Professionals Society
Date:

A handwritten signature in black ink, appearing to read 'K. Thomas', written over a horizontal line.

Kerry Thomas
President
Security Analysis and Risk Management Association
Date: August 31, 2009