



SIF Association Certification Agreement

December 2011

This Certification Agreement ("Agreement") is entered into between: The SIF Association (1090 Vermont Ave NW 6th Floor Washington, DC USA 20005) and the Product Supplier ("Supplier"). This agreement will be in place when the Product Supplier wishes to submit a product for certification in the SIF Certification Program. In this agreement, the product is uniquely defined in the signature page and submitted to the SIF Association ("the Association") as the official Certification Program Authority.

1. Definitions:

For purposes of this Agreement, the following terms shall have the following meanings:

Certification Register	The official record of all Certified Products, which is maintained by the Association.
Certification System Deficiency	An agreed error in the certification system, which is inhibiting the certification process. The certification system includes both the certification process and information systems provided to implement certification.
Certified Product	A product that has successfully completed the certification process and for which the Supplier of such product has been notified in writing by the Association that certification has been achieved.
Conformance Requirements	Mandatory and optional behavior a product must implement in order to be considered conformant.
Interpretation	Decision made by the Association that elaborates or refines the meaning of a SIF Implementation Specification.
SIF Certification Policy	The "SIF Certification Policy", as amended from time to time by SIF Association, currently available at http://cert.sifassociation.org .
SIF Trademark License	The "SIF Association Trademark License Agreement" (TMLA) is currently available at http://cert.sifassociation.org .
Person	Includes a body of persons whether or not incorporated.
Problem Report	A question of clarification, intent or correctness of a specification, a test suite or the certification system, which, if accepted by the Association, will be resolved into an Interpretation, Test Suite Deficiency, or Certification System Deficiency respectively.
Signature Page	The last page of this document..
Specification Authority	SIF Association, which is responsible for developing, maintaining and interpreting the SIF Implementation Specification(s).
Test Suite Deficiency	An agreed error in a test suite, which is causing it to produce an incorrect result code that impacts certification.

2. The Association's Obligations

Certification Process

In support of the SIF Certification Program, the Association will:

- ✓ audit all certification-related information provided by the Supplier
- ✓ will check to make sure the submitted information demonstrates that the product passed the formal testing process and the product meets the applicable Conformance
- ✓ will complete the audit and notify the Supplier via electronic mail of the audit result within 6 business days of receipt of a complete submission.

If the organization requested at the end of this document to keep the certification confidential, then the Association will maintain confidentiality. If a confidential period was not requested or the confidential period has ended, then the Association will enter the Certified Product into the Certification Register.

If the audit indicates that the Conformance Requirements have not been met, the Association will notify the Supplier via electronic mail of the deficiencies, which must be corrected within 30 calendar days for certification to be successful. The certification fee covers only one set of corrective actions and resubmission. A further fee may apply for additional work beyond this.

Certification Renewal

After a product has been successfully certified and is due for certification renewal, the Association will send a renewal reminder notice by electronic mail to the Supplier at or about 60 calendar days but no less than 45 calendar days prior to the renewal due date.

3. The Supplier's Obligations

In addition to the certification-related information provided as part of the registration process, the Supplier undertakes to answer all reasonable additional questions the Association may raise.

Registration, Payment and Conformance

The Supplier must complete and send in the signature page to this agreement \, including the product to be certified. The Supplier must formally accept terms of this Agreement;

- ✓ The Supplier authorize payment of the applicable certification fees when due. Payment is required to complete certification and must be made from our payment page.
- ✓ The Supplier hereby warrants that the product meets the Conformance Requirements at the time of certification and will continue to meet the Conformance Requirements throughout the time in which the product or service is certified. If the Supplier fails to ensure continued conformance with the Conformance Requirements, the Association may revoke the certification. Any shortfall with respect to the conformance requirements is grounds for withdrawal of certification, whether or not that shortfall is apparent from the certification and testing process itself.
- ✓ The Supplier identifies that the application and the agent (if discrete from the application) that compose the SIF Enabled Application, including specifying the organization that owns each component. If the Supplier does not own both of these components, the Supplier hereby warrants that Supplier has the owner's permission to use owner's product and trade name in this registration. In addition, if the Supplier does not own the application, the Supplier will

upload as part of the registration process a copy of the SIF Association Third Party Certification Agreement signed by the application owner.

Testing

Formal testing must be completed using a currently authorized version of the applicable test suite(s). The Association will maintain a list of the current version(s) of each test suite valid for use in the program at <http://compliance.sifinfo.org/sifcompliance/home.jsp>.

Certification

After completing formal testing, the Supplier agrees to provide the test suite results to the Association, along with references to all relevant Interpretations, Test Suite Deficiencies, or Certification System Deficiencies to explain all untested or failed tests. The Supplier also agrees to comply with the Association's reasonable requests for clarification.

Maintaining Up-to-Date Certification Information

A Supplier with a Certified Product is responsible for notifying the Association of a change to any of the elements upon which certification is based, in accordance with Section 7 of the Certification Policy, "Certification Requirements for modifications of a Certified Product".

A Supplier with a Certified Product is responsible for ensuring that the names and contact information for all contacts specified in the web-based certification system are up-to-date. Changes to such information may be by notifying the Association.

Renewal

During the period of this Agreement, renewal of certification by the Supplier is required periodically at intervals defined in the SIF Certification Policy. Failure to renew by the renewal date listed on the Certification Register will result in removal of the Certified Product from the Certification Register. Renewal will incur a renewal fee.

4. Confidentiality

a. The Association shall, except where a provision of this Agreement provides otherwise, maintain in confidence all information the Supplier discloses to the Association in relation to SIF Certification. No license, express or implied, under any trademark or copyright is granted by the Supplier to the Association by virtue of such disclosure and shall not use any such information except for the purposes of this Agreement. The Association's obligations under this sub-clause shall be limited to taking such steps as it ordinarily takes to preserve the most important of its own confidential information. The obligations of non-disclosure and non-use set out in this Agreement shall not apply to any item of information which:

- i. Is in the public domain,
- ii. Was rightfully in the receiving Person's possession without obligation of confidence prior to its disclosure pursuant to this Agreement, or is subsequently independently developed by the receiving Person's employees having no access to the information disclosed hereunder,
- iii. Is subsequently rightfully obtained without obligation of confidence by the receiving Person from a source other than the Supplier as evidenced by written records,

iv. Is required to be disclosed by order of any court of competent jurisdiction,

PROVIDED that no right or interest under any license, patent, or otherwise shall be acquired by the recipient of any information by virtue of the application of this clause.

- b. Information regarding the results of using the test suite(s) shall not be disclosed in any publicly available document or to any third party by the Association, the Supplier, or any party acting on the Supplier's behalf.
- c. The Association may disclose the Supplier's confidential information to those of its employees who reasonably require to have access to such information. However, the Association may not disclose the Supplier's confidential information to any employee of a member company in the Association, unless another exception to the obligations under this sub-clause applies. For the avoidance of doubt, the Association may disclose the Supplier's confidential information to the Supplier's employees, or employees of any party acting on the Supplier's behalf.
- d. To enable the Supplier to keep the fact of certification confidential for a period of up to 120 calendar days from the date of written notice via electronic mail by the Association that the product has achieved certification, the Supplier's identity, the fact of certification, and the name of the Certified Product (the Certification Information) will be kept subject to the disclosure and use restrictions set out in this clause. During this period, the Supplier may not publicly claim that the Certified Product is or has been SIF Certified, or make any representation of the Certified Product's conformance with the SIF Implementation Specification(s) without first informing the Association that the confidential period has expired. Certification Information will cease to be held confidential upon the earlier of written notice via electronic mail by the Supplier that the confidential period has expired or at the end of the 120 calendar days period, provided that the Supplier has not requested withdrawal and deletion of such information.
- e. Except for disclosure to the Association for the purpose of SIF Certification, the results of conformance testing and any other information about the Certified Product obtained during testing shall be held confidential.

5. Liability and Indemnity

5.1 Liability

THE SUPPLIER ACKNOWLEDGES THAT BECAUSE OF THE SPECIAL NATURE OF THE PROGRAM IT IS REASONABLE FOR THE ASSOCIATION TO EXCLUDE LIABILITY AS SET OUT BELOW AND FOR THE SUPPLIER TO TAKE MEASURES, INCLUDING INSURANCE WHERE APPROPRIATE, TO MITIGATE OR PREVENT ANY POTENTIAL LOSSES THAT MAY ARISE (PROVIDED THAT SUCH MEASURES ARE NOT IN BREACH OF THIS AGREEMENT).

THE ASSOCIATION ON ITS OWN BEHALF AND ON BEHALF OF ITS OFFICERS, EMPLOYEES AND AGENTS HEREBY EXCLUDES ALL LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE BY ANY PERSON OF ANY INFORMATION PROVIDED BY THE ASSOCIATION TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. IN NO EVENT SHALL THE ASSOCIATION BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, CONTRACTS, PRODUCTION OR USE).

5.2 Indemnity

The Supplier shall indemnify and hold harmless the Association together with its officers, servants, agents, subcontractors, and shareholders of the Association and their servants when engaged in activities on behalf of the Association but only to the extent that they are acting in that capacity (together the "Indemnified") against any and all demands, claims, and liability for direct losses, damages, settlements and costs (including lawyers' fees) of any nature whatsoever asserted against or suffered by the Indemnified, but limited to demands and claims from a third Person, and liability incurred from such demands, and claims arising out of the Supplier's manufacture, use, or supply of the Certified Products, provided that

- a. any such demand and claim is based on the SIF Certification Program under this Agreement and not caused by any criminal action, gross negligence or tort by the Indemnified,
- b. the Indemnified notifies the Supplier within ten days of any such demand and claim, and refrains from any action on account of such demand and claims which may prejudice the Supplier, and
- c. the Supplier is given full authority and sole control to defend and settle any such demands and claims.

The Association shall take all reasonable steps to limit such damage or loss. No provision of this clause shall apply in any circumstances or in respect of any liability or class of liability to the extent that it may not apply in accordance with applicable law. In the event of such a provision being held to be inapplicable or invalid the Parties will make such amendments to this Agreement by the addition or deletion of wording, or otherwise, so as to remove the inapplicable or invalid part of the provision but otherwise retain the provision to the extent permissible under applicable law.

6. General

Entire Agreement

This Agreement including any documents referred to therein (as amended from time to time) together with all other forms relating to this Agreement submitted and accepted by both Parties constitutes the entire agreement and supersedes all prior oral or written agreements, understandings, or arrangements between the Parties relating to such subject matter. Neither Party shall be entitled to rely on any agreement, understanding, arrangement, or representation relating to the subject matter of this Agreement which is not expressly contained in this Agreement and no change may be made to this Agreement except in writing and signed by duly authorized representatives of both Parties.

Waiver of Rights under this Agreement

No failure or delay on the part of either of the Parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.

Notices

Any notice or other document to be given under this Agreement shall be in writing in the English language and, except in circumstances where this Agreement specifically provides for notices by electronic mail, shall be deemed to have been duly given if sent by hand or by recorded delivery or registered post, or by facsimile (subsequently confirmed by post) to a party at the specified address for that party, unless a different address has been notified to the other in writing for this purpose. The specified address for the Association is the address set out above, and the specified address for the Supplier is the address provided on the signature page for the Authorized Signatory, as entered into the

web-based certification system. Notices shall be deemed to have been received by the addressee within 72 hours of posting as above or within 24 hours if sent by hand or facsimile to the addressee's correct address.

Term and Termination

This Agreement comes into effect at the date of acceptance by the Supplier and will expire only if explicitly terminated:

1. At any time upon six months' written notice by either Party to the other; or
2. If a period of 30 days has elapsed from one Party notifying the other Party of a breach of this Agreement or of the terms of the SIF Certification Policy, and such a breach has not been rectified to the satisfaction of the other Party.

Notwithstanding the termination of this Agreement for any reason, the obligations of non-disclosure in respect of any confidential information disclosed prior to such termination shall survive for a period of 5 years following such termination.

Governing Law

This Agreement shall be governed by the laws of the District of Columbia and the Parties hereby submit to the non-exclusive jurisdiction of the District's courts.

7. Fees

The fees described at <http://cert.sifassociation.org> are quoted net of all applicable taxes and duties which, where appropriate, will be payable by the Supplier to the Association.

Payment

The Association will charge the applicable certification fee upon a successful audit of submitted testing results. The supplier agrees to incur the applicable fee for each such product. Fees are payable in any of the currency identified on the Fee Schedule and will be payed at. Fees are non-refundable.

8. Execution

By signing below, the Supplier:

1. Hereby acknowledges reading and understanding of this agreement;
2. Agrees to be bound by the terms of the SIF Certification Policy and this Certification Agreement;
3. Warrants and represents that all products or services which share the Product Name defined in named on the signature page, meet the applicable conformance requirements;
4. Warrants that NO MATERIAL CHANGES have been made to this Agreement since it was made available to the Supplier by the Association in an electronic format;

and by signing below, the Supplier agrees that all these obligations, and those described in the Confidentiality and Indemnity clauses of this Agreement shall survive the termination of this Agreement.

Supplier: _____

Product: _____

By: _____

Title: _____

Signature: _____

Date: _____

Keep Confidential Until: _____ <= 120 Days

Email Address: _____

ADDRESS:

Facsimile Number: +1.202.478.1882

Email Address: TestResults@sifassociation.org