Access 4 Learning Community

Simple. Secure. Scalable. Standard.

SIF Certification Agreement

SIF Certification Program

www.A4L.org

February 2022

This Certification Agreement ("Agreement") is entered into between: The SIF Association doing business as (dba) Access 4 Learning Community, PO Box 1024, New Albany, OH 43054, and the Product Supplier ("Supplier"). This agreement will be in place when the 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 Access 4 Learning Community ("A4L Community") as the official SIF 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 A4L Community.
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 A4L Community 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 A4L Community 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 the A4L Community, currently available at https://data.A4L.org/certification
SIF Trademark License	The "Trademark License Agreement" (TMLA) is currently available at https://data.A4L.org/certification
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 A4L Community, will be resolved into an Interpretation, Test Suite Deficiency, or Certification System Deficiency respectively.
Signature Page	The last page of this document.
Specification Authority	The A4L Community, 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.

Copyright © Access 4 Learning (A4L) Community

2. The A4L Community's Obligations

Certification Process

In support of the SIF Certification Program, the A4L Community 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 A4L Community will maintain confidentiality. If a confidential period was not requested or the confidential period has ended, then the A4L Community will enter the Certified Product into the Certification Register.

If the audit indicates that the Conformance Requirements have not been met, the A4L Community will notify the Supplier via electronic mail of the deficiencies, which must be corrected within 30 calendar days for certification to be successful.

Certification Renewal

After a product has been successfully certified and is due for certification renewal, the A4L Community 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 A4L Community 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;

- ✓ Premium membership of the A4L Community is required to complete certification and must be made annually.
- ✓ 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

Copyright © Access 4 Learning (A4L) Community

the time in which the product or service is certified. If the Supplier fails to ensure continued conformance with the Conformance Requirements, the A4L Community 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.[1]

Testing

Formal testing must be completed using a currently authorized version of the applicable test suite(s). The A4L Community will maintain a list of the current version(s) of each test suite valid for use in the program at https://data.A4L.org/test-suites

Certification

After completing formal testing, the Supplier agrees to provide the test suite results to the A4L Community, 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 A4L Community's reasonable requests for clarification.

Maintaining Up-to-Date Certification Information

A Supplier with a Certified Product is responsible for notifying the A4L Community 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 A4L Community.

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.

[1] *As a 'legacy component' of the SIF Certification Program, any Supplier that does not own both of these components, must warrant that they, the 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 have provided as part of the registration process, a copy of the "SIF Association Third Party Certification Agreement"[1] signed by the application owner. The Third-Party Certification Agreement is only available to products initially certified before 2012.*

Copyright © Access 4 Learning (A4L) Community

4. Confidentiality

a. The A4L Community shall, except where a provision of this Agreement provides otherwise, maintain in confidence all information the Supplier discloses to the A4L Community in relation to SIF Certification. No license, express or implied, under any trademark or copyright is granted by the Supplier to the A4L Community by virtue of such disclosure and shall not use any such information except for the purposes of this Agreement. The A4L Community'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 A4L Community, the Supplier, or any party acting on the Supplier's behalf.

c. The A4L Community may disclose the Supplier's confidential information to those of its employees who reasonably require having access to such information. However, the A4L Community may not disclose the Supplier's confidential information to any employee of a member company in the A4L Community, unless another exception to the obligations under this sub-clause applies. For the avoidance of doubt, the A4L Community 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 A4L Community 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 A4L Community 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.

Copyright © Access 4 Learning (A4L) Community

Except for disclosure to the A4L Community 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 A4L COMMUNITY 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 A4L COMMUNITY 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 A4L COMMUNITY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. IN NO EVENT SHALL THE A4L COMMUNITY 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 A4L Community together with its officers, servants, agents, subcontractors, and shareholders of the A4L Community and their servants when engaged in activities on behalf of the A4L Community 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 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.

Copyright © Access 4 Learning (A4L) Community

The A4L Community 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 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 A4L Community 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.

Copyright © Access 4 Learning (A4L) Community

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

To participate in the SIF Certification Program, 'Premium' membership is required. This membership allows for unlimited testing and certification of an unlimited number of products.

Copyright © Access 4 Learning (A4L) Community

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 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 A4L Community 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 Name:_____

Agent Name (if applicable):_____

Signed By (please print):_____

Job Title:_____

Signature:_____

Date:_____

Email Address:_____

Keep Confidential Until:_____ <= 120 Days

SUPPLIER ADDRESS:

(please complete additional product information on the following page)

Copyright © Access 4 Learning (A4L) Community

PRODUCT INFORMATION (to be displayed on the SIF Certification Registry):

Product Name: *(as shown on CSQ)*	
Agent Name *(if applicable, as shown on CSQ)***:**	
Product Summary: (max 50 words)	
Product website:	

Product Categories: (please mark all that apply)

- ☐ Academic Content/Curriculum
- ☐ Agent/Adapter Development
- ☐ Broker/ZIS Development
- ☐ Course Management Systems
- ☐ Decision Support
- ☐ Facilities Management
- ☐ Grade Book
- ☐ Human Resources / Finance
- ☐ Instructional Management Systems
- ☐ Library Management
- ☐ Portal and Middleware Services
- ☐ Reporting
- ☐ Student Information Systems
- ☐ Student Work Portfolio
- ☐ Transportation
- ☐ Assessment
- ☐ Benchmarks
- ☐ Communication/Collaboration
- ☐ Data Warehouse
- ☐ Digital Library
- ☐ Food Service
- ☐ Health Management Systems
- ☐ Implementation Support
- ☐ Learning Management Systems
- ☐ Online Tutoring
- ☐ Professional Development
- ☐ Special Education
- ☐ Student Record Exchange
- ☐ Testing
- ☐ Other: _____

Please send a signed copy of the SIF Certification Agreement to
TestResults@sifassociation.org

Copyright © Access 4 Learning (A4L) Community