Access 4 Learning

Community. Interoperability. Privacy. Security.

Membership Agreement

A4L.org

May 2026

Membership Agreement

THIS AGREEMENT is between the SIF Association DBA (doing business as) Access 4 Learning (A4L) Community, a non-profit corporation organized under the laws of the District of Columbia, and

_____**(the "Member")**

RECITALS

A. The Access 4 Learning (A4L) Community consists of educational policymakers, marketplace product and service providers and the customers they serve, collaborating daily to address real word learning information and resource issues. The Community's primary focus is on 'data management' to impact learning and ensuring that effective collaboration between stakeholders is achieved to further this goal.

B. The Access 4 Learning (A4L) Community develops, manages, and implements SIF for the education market. The mission of the Access 4 Learning (A4L) Community is to manage the evolving needs of the educational technology community and its marketplace in the creation and implementation of interoperability specifications ("SIF Specifications[1]"), and to improve and enhance education around the world. It achieves these goals by defining open standards that software vendors, schools, states, and government agencies may adopt and by defining common data formats, naming conventions and rules of interaction between applications. By defining these standards and conventions, the SIF Specifications allows schools and other educational institutions to create integrated customized computer software and applications by mixing and matching different applications to address their unique situations. The Student Data Privacy Consortium (SDPC) is a Special Interest Group (SIG) of the Access 4 Learning (A4L) Community designed to address the day-to-day, real-world issues schools, states, territories, and vendors face protecting learner information.

C. The Member supports the Community in its goal of seeking interoperability among diverse software applications to better meet the needs of its customers and/or constituents, and realizes that to do the project well and achieve its stated goals, and in its goal of identifying projects that have on-the-ground and real-world impact on student data privacy to find resources, implement needed protections, developing tools and

[1] *SIF Specification: The Implementation Specification defines the software implementation guidelines for SIF; it does not make any assumption of what hardware and software products need to be used to develop SIF-certified applications. Instead, it defines the requirements of architecture, communication, software components, and interfaces between them.*

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resources, and leveraging partnership organizations in managing those issues – no matter where the resources originate. A4L Community Members should commit to participating in Community activities and groups.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Member Organization agrees as follows:

1. **Member Commitment Guidelines**. The Member has agreed or agrees herein to participating in the Member Commitment Guidelines which include the following commitments from the Member:
    a. attending many A4L Community meetings (virtual and face to face),
    b. registering, through the Access 4 Learning (A4L) Community site, to at least one (1) Community Project Team or Committee to provide input into the technical specifications, organizational activities as well as help promote the Community (both for interoperability and data privacy),
    c. providing feedback or actively participating in A4L programs and implementation activities as well as helping to promote the A4L Community,
    d. considering committing at least one Organization representative to actively participate at one A4L Community meeting,
    e. demonstrate a commitment to interoperability by implementing data standards within your organization where possible.
    f. demonstrate a commitment to data privacy by adhering to privacy best practices supported and promoted by the A4L Community.
    g. providing use of the Member name and logo for use in promotions, publications, marketing materials and A4L Community websites,
    h. highlighting the Member's A4L Community participation in the Member's presentations and website,
    i. agreeing to abide by the *Data Protection/Conflict of Interest Agreement for A4L Board, Staff, Leadership Groups and Committees*, and
    j. to ensure contact information is kept up to date using the A4L Member Portal.
2. **A4L Community Member Marketing & Trademark Usage Guidelines**. Member has agreed or agrees herein to all terms and conditions of *A4L Community Marketing & Trademark Usage Guidance*.
3. **Intellectual Property Disclosure and Ownership of Materials.** Member has agreed or agrees herein to all terms and conditions of the Intellectual Property Disclosure Agreement, included herewith as Appendix A. Members must ensure that any licensing considerations are made clear when introducing third party documents or materials to

A4L activities or meetings. Any contribution of documents or materials to A4L specifications for which the Member holds copyright must be formally recorded in meeting minutes along with agreed licensing terms.

4. **Participation in the Access 4 Learning (A4L) Community.** By participating in the Access 4 Learning (A4L) Community as a member, the Member may:
    a. influence the creation of the current and future interoperability specification versions and products/services to support data privacy obligations of data stewards,
    b. influence the creation of and future versions of the SDPC Resource Registry, National Data Privacy Agreement (NDPA), Global Education Security Standard (GESS) and other privacy related resources,
    c. serve on one or more Project Team or Committee. Current lists of project teams may be found here; SIF Project Teams, Privacy Project Teams, Overall Organizational Structure including project teams and committees,
    d. claim to be a A4L Community Member and support dissemination of Community collateral materials,
    e. use the Access 4 Learning (A4L) Community logo(s) (*see A4L Community Marketing & Trademark Usage Guidance*),
    f. add the Access 4 Learning (A4L) Community logo(s) to Member's website with a link to the Access 4 Learning (A4L) Community (https://A4L.org) website, and
    g. be included in A4L Community promotion materials and on the Access 4 Learning (A4L) Community websites.

5. **Term and Termination of Membership.** This agreement between Member and the Access 4 Learning (A4L) Community is for a one-year membership but will automatically renew each year if membership continues. A Member may be expelled for cause from membership by a two-thirds (2/3) vote of active Association Board of Director Members.

6. **Dues**. Member dues to the Access 4 Learning (A4L) Community shall be in accordance with the current dues structure identified at https://A4L.org and shall be payable annually upon the receipt of a membership invoice. Failure to accurately pay annual dues in a timely manner will result in the revocation of membership status and accompanying privileges. All dues amounts in international currencies will be re-evaluated against US exchange rates periodically.

7. **Classes of Membership**. The Bylaws of the Access 4 Learning (A4L) Community define two classes of Members, A4L Participants and A4L Partners. Member agrees that all terms of this Agreement apply to both classes except for such distinctions as are set forth in the Bylaws or adopted by the Access 4 Learning (A4L) Community from time to time.

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8. **Role of the Access 4 Learning (A4L) Community.** The Access 4 Learning (A4L) Community is a non-profit organization, and among other things, provides a registry of Data Privacy Agreements ("DPAs"), known as the "SDPC Resource Registry", as well as presentations by Vendors. Member acknowledges that the Access 4 Learning (A4L) Community is not a party to any of the DPAs or related contracts between a Vendor and the Member. Any disputes arising out of the DPA, or related contracts or use of the SDPC Resource Registry itself shall be resolved between the Member and the Vendor. Member further recognizes that any statement or representation made by speakers at an Access 4 Learning (A4L) Community event are those of the speaker and not those of the Access 4 Learning (A4L) Community. Member therefore shall not seek remedy from the Access 4 Learning (A4L) Community for and hereby waivers the Access 4 Learning (A4L) Community from all possible claims and damages arising from the DPAs, Vendor contracts, use of the SDPC Resource Registry as well as Vendor representations and statements.

As a supporter of the A4L initiative, our organization may further the awareness of the Access 4 Learning (A4L) Community within the education community. We may choose to include the Access 4 Learning (A4L) Community logo in those presentation materials and on our website. We may agree to allow our organization's name and logo to be used in marketing and public relations activities around the Community and on the Access 4 Learning (A4L) Community website.

As a Member, the Member Organization shall be entitled to only those rights and subject to all obligations set forth in the Access 4 Learning (A4L) Community Bylaws, A4L Privacy Policy, A4L Community Marketing Guidelines, A4L Community Member Commitment Guidelines, A4L Community Intellectual Property Disclosure Agreement, and A4L Community Trademark Usage Guidelines, as amended from time to time by the Access 4 Learning (A4L) Community Board of Directors, and such other terms as may from time to time be set for Community members by the Access 4 Learning (A4L) Community Board of Directors.

Signature: Print Name:

Corporate Title: Date:

Company or Organization:

Email Address:

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Appendix A: Intellectual Property Disclosure Agreement

I. Openness

A. The Access 4 Learning (A4L) Community is a non-profit membership organization developing open technology standards for data interoperability for the educational community. Members of the Access 4 Learning (A4L) Community and invited non-members meet periodically in person and virtually, in an open forum to discuss issues surrounding the development of standards. (Non-members may not vote.)

B. The agenda for each meeting is published to Members before the meeting. The first item on each agenda shall be a reminder to meeting participants of the necessity to comply with antitrust laws and the requirements of this agreement, including a statement that patent protection is not available for the work of others.

C. The minutes of each meeting are published to Members after that meeting.

II. Obligation to License Copyrights to SIF and Right to Copy

A. To the extent that materials contributed for the SIF Specifications, or any subsequent standard developed by the Access 4 Learning (A4L) Community are or may be subject to copyrights owned by the contributing Member, the contributing Member shall grant an unlimited perpetual, non-exclusive, royalty-free, world-wide right and license to the Association under any copyrights in the Contribution. Such a license shall include the right to copy, publish and distribute the Contribution in any way and to prepare and have prepared derivative works that are based on or incorporate all or part of the Contribution, the license to such derivative works to be of the same scope as the license of the original Contribution.

B. Except for documents determined by the Access 4 Learning (A4L) Community membership to be 'Members-only documents', the following copyright notice shall be included in all documentation related to the SIF Specification(s) or other materials produced by the Access 4 Learning (A4L) Community:

Copyright © Access 4 Learning (A4L) Community. All Rights Reserved.

This document and translations of it may be copied and furnished to others, and derivative works that comment on or otherwise explain it or assist in its implementation may be prepared, copied, published, and distributed, in whole or in part, without restriction of any kind, provided that the above copyright notice and this paragraph are included on all such copies and derivative works. However, this document itself may not be modified in any way, such as by removing the copyright notice or references to the Access 4 Learning (A4L) Community, or its committees,

except as needed for the purpose of developing SIF standards using procedures approved by the Access 4 Learning (A4L) Community, or as required to translate it into languages other than English. The limited permissions granted above are perpetual and will not be revoked by the SIF Association or its successors or assigns.

III. Ownership of Rights:

Copyright in SIF Specifications, and in any other final related works of authorship produced for or originated through the Access 4 Learning (A4L) Community working groups, committees, boards, and any other teams organized by the Association, shall be owned by the Access 4 Learning (A4L) Community.

IV. Disclaimer

The following disclaimer shall be included in all documentation related to the SIF Specifications or other materials produced by the Access 4 Learning (A4L) Community immediately after the copyright notice:

This document and the information contained herein is provided on an "AS IS" basis and THE ACCESS 4 LEARNING (A4L) COMMUNITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE USE OF THE INFORMATION HEREIN WILL NOT INFRINGE ANY RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

V. Limitation on Liability

NO MEMBER, ITS AFFILIATES, OR THE A4L COMMUNITY BOARD OF DIRECTORS SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF THE MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VI. Agreement / Signature

As the duly appointed representative of my organization, I the undersigned do hereby agree that my organization will abide by the requirements and restrictions set forth in this document.

Signature: _____ Print Name: _____

Corporate Title: _____ Date: _____

Company or Organization: _____

Email Address: _____

PROCEDURE FOR BREACH OF DATA PROTECTION AGREEMENT

1. Upon a well-founded belief that a Board member or other A4L leaders/members working on behalf of the Board of Directors have improperly disclosed sensitive information as outlined above broken confidentiality, this breach should be reported to the Board Co-Chair or the Executive Director.
2. The Board Co-Chair and the Executive Director discuss the report of the breach of confidentiality. If the suspected breach concerns the Board Co-Chair, the Executive Director will discuss it with the Co-Chairs. If the suspected breach concerns the Executive Director, the Board Co-Chair will discuss it with the Co-Chairs.
3. The suspected breach is then discussed with the affected party who must cooperate with the investigation and disclose all facts material to the matter.
4. If the breach is confirmed, the affected party will be asked to discuss the issue with the Board of Directors, in closed session, at the next meeting or in a special meeting called by a Board co-chair. The Board of Directors will be briefed on the issue prior to the meeting but should refrain from any conversations outside the closed session meeting. The Board of Directors may consult with legal counsel and will take one of the following actions:
    - dismiss the issue as no breach of confidentiality,
    - censure the affected party,
    - remove the party from office or position according to the A4L Bylaws
    - take other appropriate disciplinary action to remediate the issue,
    - take legal action, if necessary.
5. When A4L Executive Director/staff/consultants and/or outside parties participate in a meeting of the Board of Directors, they shall be bound by the same rules of confidentiality.
    - Each participant will sign an information security confidentiality agreement,
    - Violations by staff will be dealt with according to procedures in the staff manual,
    - Violations by consultants/outside parties will result in re-evaluation of contract status or termination of relationship.

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