Membership Agreement
**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.

C. 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.

D. 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

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\(^1\) **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 application. Instead, it defines the requirements of architecture, communication, software components, and interfaces between them.
data privacy to find resources, implement needed protections, developing tools and 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 some of the Member Commitment Guidelines (included herewith as Appendix A) 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 implementation activities as well as helping to promote the SIF Specification and its use to potential end-users and vendors;

   d. providing feedback or actively participating in implementation activities as well as helping to promote the SDPC Resource Registry and National Data Privacy Agreement (NDPA) and their use to potential end-users and vendors;

   e. considering committing at least one Organization resource to actively participate in a Board role (optional) to one A4L Community meeting (one discount per leadership role per fiscal year);

   f. providing use of the Member name in promotions, publications, marketing materials and A4L Community websites;

   g. timely paying Community membership dues to support the management and operation of the Community and its projects;

   h. highlighting the Member's A4L Community participation in the Member's presentations and web site and

   i. participating in pilot and proof of concept opportunities.

   j. agreeing to abide by the *Data Protection/Conflict of Interest Agreement for A4L Board, Staff, Leadership Groups and Committees*, which is attached hereto as Appendix E.
2. **A4L Community Member Marketing & Trademark Usage Guidelines.** Member has agreed or agrees herein to all terms and conditions of the Access 4 Learning (A4L) Community Member Marketing Guidelines, included herewith as Appendix B.

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 C. 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 specification versions and products/services to support data privacy obligations of data stewards;
   b. have one Member vote on all A4L Community voting matters (applies only to A4L Community Voting Participants);
   c. serve on one or more Project Team or committee and cast one Member vote per group;
   d. claim to be an A4L Community Member and support dissemination of Community collateral materials;
   e. use the Access 4 Learning (A4L) Community logo(s) (see Appendix B & C);
   f. add the Access 4 Learning (A4L) Community logo(s) to Member’s web site with a link to the Access 4 Learning (A4L) Community (www.A4L.org) web site; 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 Members.

6. **Dues.** Member dues to the Access 4 Learning (A4L) Community shall be in accordance with the current dues structure identified at www.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.

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 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 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.
Appendix A: A4L Community Member Commitment Guidelines

We support the Access 4 Learning (A4L) Community in its goals of:

- Focussing on ‘data management’ to safely and securely impact learning and ensuring that effective collaboration between stakeholders is achieved to further this goal.
- Seeking interoperability among diverse software applications to better meet the needs of our customers and/or constituents. We realize that for the initiative to succeed and achieve its stated goals, A4L Community must have commitment and participation from its members.

By participating in the Access 4 Learning (A4L) Community as a member, we are encouraged to:

1. Participate in A4L Community working groups, task forces, committees and general meetings;
2. Register, through the Access 4 Learning (A4L) Community Site, to at least one Community working group, task force or committee ideally to provide input into the technical specifications and organizational activities or by providing feedback or actively participating in designated tasks to help market and publicize the initiative;
3. Provide use of our organization’s name in promotions, publications, and marketing materials;
4. Pay A4L Community membership dues to support the running of the initiative;
5. Provide updated contact information;
6. Complete the online application forms and following the guidelines and
7. Send Member URL and logo to be posted to www.A4L.org.

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 web site. 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 web site.
Appendix B: A4L Community Member Marketing & Trademark Usage Guidelines

General Information

The A4L Community grants to its members in good standing a limited, non-exclusive, non-transferable, non-assignable, revocable license to use its trademarks listed or displayed below (the “Marks”), including both word mark and graphical logo forms, solely in conjunction with A4L Community related work, SIF related products or services.

- Access 4 Learning® Community (word mark)
- A4L™ (word mark)
- SIF® (word mark)
- Schools Interoperability Framework® (word mark)
- Systems Interoperability Framework® (work mark)
- “Where Innovation and Interoperability Are Standard”® (word mark)
- ‘Connecting and Securing Effective Learning Ecosystems’ ® (word mark)

The SIF Association (dba the Access 4 Learning (A4L) Community) is the owner of the Marks, and any trademark applications and/or registrations thereto, and requires as a condition of use, that members do nothing inconsistent with such ownership or take any action which would be likely to cause confusion with the Marks and ensure that all use of the Marks by members inure to the benefit of the A4L Community. Any and all use of the Marks must be consistent with the Proper Use guidelines defined below.
A4L Community and associated logo(s) usage

The A4L Community logo is the visual symbol of the initiative. Being a part of the A4L Community demonstrates your organization’s commitment to improving the quality of education. Our master brand, Access 4 Learning Community, is the overarching mark that drives the look for other products that help to further our mission.

One color version may be reproduced in 287 Blue, 424 Gray, or White.

The sub-brands of the A4L Learning Community are SIF Specification and Student Data Privacy Consortium. The consistency of using the master brand architecture helps to build familiarity and name recognition.

One color version may be reproduced in 287 Blue, 424 Gray, or White.

Reversing out the logo on a dark color and changing the graphic to be readable is allowed. Follow these examples to retain the integrity of the brand.

Clear space is used so the mark doesn’t feel crowded and is legible. The A4L clear space is defined as the size of the “raindrop” and should not be any less than this around all sides.
Color Guidelines

Color is one of the more recognizable assets of a brand.

Our color palette is exciting, bright, and personal.

For additional flexibility, a secondary palette is offered.

**PRIMARY COLORS**

**SECONDARY COLORS**

Any percentage of these colors is encouraged.

**Logo No Nos**

To help build the brand there are certain things that should not be done to the logo.

- Do not stretch the logo
- Do not change the logo colors
- Do not change architecture
- Do not rotate
Identity Fonts

Poppins is a bold and versatile san serif family of fonts that should be used consistently on marketing support collateral.

<table>
<thead>
<tr>
<th>Font Style</th>
<th>Font Name</th>
<th>Characters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular</td>
<td>Open Sans Regular</td>
<td>ABCDEFGHIJKLMNOPQRSTUVWXYZ</td>
</tr>
<tr>
<td>Semi-bold</td>
<td>Open Sans Semi-bold</td>
<td>ABCDEFGHIJKLMNOPQRSTUVWXYZ</td>
</tr>
<tr>
<td>Black</td>
<td>Open Sans Black</td>
<td>ABCDEFGHIJKLMNOPQRSTUVWXYZ</td>
</tr>
</tbody>
</table>

Our web font family is Open Sans.

The secondary serif font of Century Schoolbook is available to complement Poppins for use in body copy.

Other guidelines

- A4L Community Logo(s) (which includes the use of the Student Data Privacy Consortium and SIF Specification) may only be used to identify an organization’s involvement in the A4L initiative and may only be used by members ‘in good standing’.

- A4L Community Logo(s) may not be used in a manner that would imply that goods or services provided by a participant are certified as compliant with or conforming to the SIF Specification(s).

- A4L Community Logo(s) may not be used in a manner that would imply a participant is sponsored or endorsed by, or affiliated with, the other participants in the A4L initiative.

- A4L Community Logo(s) may not be used in a manner that would disparage the A4L, Schools/Systems Interoperability Framework initiative, or its participants.
• Electronic art of the A4L Community Logo must be used as provided; changes in color or design are not allowed. Electronic art is provided for reproduction purposes only.

• Participant web pages may use the A4L Community Logo(s), provided that a link is made from the logo to the relevant website: http://www.A4L.org / https://data.A4L.org / https://privacy.A4L.org

**SIF Certified Logo Usage**

Usage of the SIF Certified® logo is governed by the SIF Certification Trademark License Agreement which is signed by an organization as part of the certification process for the organization’s software application. Any use of the term SIF Certified must adhere to all of the requirements of the SIF Certification Trademark License Agreement. See the SIF Certification Policy for additional information.

**Attribution Requirements**

Member shall include with any use or publication of the Marks the appropriate trademark attribution set forth below.

- SIF is a registered trademark of the Access 4 Learning (A4L) Community
- Schools Interoperability Framework is a trademark of the Access 4 Learning (A4L) Community
- Systems Interoperability Framework is a trademark of the Access 4 Learning (A4L) Community

Alternatively, members may use this form:

- SIF and Schools Interoperability Framework are registered trademarks of the Access 4 Learning (A4L) Community.
- SIF and Systems Interoperability Framework are registered trademarks of the Access 4 Learning (A4L) Community.

**Alterations and New Marks**

The A4L Community may from time to time alter its own graphical logo Marks from those shown above and will inform members of such changes so that the member may comply with those changes. The A4L Community may from time to time create or acquire new Marks, whether
word marks or graphical logos; this letter does not grant member any right to use such created or acquired Marks, but the A4L Community may grant usage permission separately.

**Proper Use**

A trademark should ALWAYS be used as an adjective. A trademark should NEVER be used without a generic description. If space is limited, such as in a headline, it is acceptable to use the shortest possible version of the generic noun. The generic description following a trademark should be in lowercase type. A trademark alone is not the product name. When naming a product, remember that the product name includes both the trademark and the generic description.

**Incorrect:**  SIF® is the solution for you.

**Correct:**  The SIF® Specification is the solution for you.

In copy, ALWAYS use the trademark in a distinctive manner to distinguish it from surrounding copy. The trademark may be capitalized, underlined, italicized, printed in bold type, or a larger point size than the surrounding text. Another option is to simply use the ® in every use.

**Correct:**  SIF CERTIFIED® applications...; or SIF Certified® applications...

Do not use trademarks as verbs.

**Incorrect:**  SIFing your application is the fastest way to enter data.

**Correct:**  Utilizing the SIF specification to integrate your applications is the fastest way to enter data.

Do not use the trademark in the plural or possessive form.

**Incorrect:**  With SIF’s features, you can integrate your data.

**Correct:**  With features of the SIF Specification infrastructure, you can integrate your data.

Do not use hyphenated variations or combine the mark with other words.

**Incorrect:**  SIF-compatible software...

**Trademark Notation**

Use the proper trademark symbol (®) on the first and most prominent use on every individual (stand-alone) piece of a communication. If a trademark’s first use is in a head or subhead, you may choose to use the trademark symbol either within the head, or as an alternative, with the first use within the body copy. Each separate piece requires the ® symbol on the first use of the trademark in that piece. After the first use of the trademark, you may eliminate the ® symbol; however, you may not eliminate the generic description.
® for a trademark registered with the U.S. Patent and Trademark Office

Use the proper trademark symbol (™) on the first and most prominent use on every individual (stand-alone) piece of a communication. A trademark should ALWAYS be used as an adjective. A trademark should NEVER be used without a generic description. If space is limited, such as in a headline, it is acceptable to use the shortest possible version of the generic noun.

Include a notation at the beginning or end of the piece (typically near the copyright and other legal notations) identifying the trademarks owned by the Access 4 Learning (A4L) Community. Always use the Community’s full legal name in all trademark notations.

Correct: SIF and SIF Certified are trademarks of the Access 4 Learning (A4L) Community.

**Use Of “Access 4 Learning (A4L) Community”, or “SIF” As A Trade Name or Trademark**

Some confusion may arise from the fact that "SIF" may be used correctly in any of several ways. It may sometimes occur along with A4L Community as the trade name of our Community. In this case, no trademark symbol is used.

Correct: The Access 4 Learning (A4L) Community is pleased to announce...
Incorrect: SIF® is pleased to announce...

It may be used as a trademark followed by a generic description.

Correct: Oklahoma is the first state to mandate usage of the SIF® Specification and certification statewide, connecting all school districts to the state office of education.

When referring to the Community activities it is imperative to use the Access 4 Learning (A4L) Community when referring to the Community and SIF when referring to work products

Correct: A membership to the Access 4 Learning (A4L) Community has great value for our organization.

Correct: The SIF Certification Program is built to bring added value to SIF Specification utilization.
Appendix C: 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 and the public 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 and made available to the public 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 Association:

      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 SIF Association, or its committees, except as needed for the purpose of developing SIF standards using procedures approved by the SIF Association, 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: 

Copyright © Access 4 Learning (A4L) Community
# Appendix D: Membership Matrix

- ✔️ = Basic membership
- ✔️ = Premium membership

## COMMUNITY

<table>
<thead>
<tr>
<th>End User</th>
<th>Vendor</th>
<th>Alliance</th>
<th>State-wide</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Lead Agency</td>
<td>School Districts</td>
</tr>
<tr>
<td>Organization promoted on the A4L Community website</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Access to Community Site collaboration area</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
</tbody>
</table>

*Access to member-only area providing Project Team meeting information, working documents and discussion areas.*

| Access to Standards Use Case and Privacy Resources | ✔️ |

| Be a part of Community Project Teams/deliverables - Developing technical standards, National Data Privacy Agreement, etc. | ✔️ | ✔️ | ✔️ | ✔️ |

*Get involved in any/all Project Teams focussing on interoperability and/or privacy issues, including NDPA development.*

| Access and networking opportunities to other Community Members – globally! | ✔️ | ✔️ | ✔️ | ✔️ |
| Access to Staff & Community member expertise to resolve privacy issues | ✔️ | ✔️ | ✔️ | ✔️ |
| Access to Staff & Community member expertise to resolve data exchange & data management technical issues | ✔️ | ✔️ | ✔️ | ✔️ |
| Ability to run for leadership positions & an equal voice 'at the table (no matter how large or small your organization) | ✔️ | ✔️ | ✔️ | ✔️ |
| Premium Member Badge for use plus Premium Member recognition at all events | ✔️ | ✔️ | ✔️ | ✔️ |
| 15% off Community Meetings Registration Fee | ✔️ | ✔️ | ✔️ | ✔️ |

## DATA MANAGEMENT

| Interoperability and Privacy Guidance (Planning, RFP language, Technical Support, etc.) | ✔️ | ✔️ | ✔️ | ✔️ |
| Access to SIF Test Harness for quality control support & testing | ✔️ | ✔️ | ✔️ | ✔️ |

*Develop your interoperable solutions and utilize these resources for quality control and assurance.*

| Unlimited API Management Testing | ✔️ | ✔️ | ✔️ | ✔️ |

*COMING SOON* Utilize these tools to test your interoperable solutions

| Complimentary Certification Program Utilization | ✔️ | ✔️ | ✔️ | ✔️ |

*Certify your software applications interoperability and get promoted on the SIF Certification Registry, showing your commitment to open standards!"
<table>
<thead>
<tr>
<th>DATA PRIVACY (SDPC Resource Registry)</th>
<th>End User</th>
<th>Vendor</th>
<th>Alliance</th>
<th>State-wide</th>
</tr>
</thead>
<tbody>
<tr>
<td>View: Secured DPAs</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Search: Entire Registry across all Alliances and Countries - by State, Vendor, Resource, DPA, Grade Level and/or Content Area</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Unrestricted search functionality to view all member and non-member signed Agreements</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Application Registry Management</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>(VENDOR) Manage all of your Data Privacy Agreements, attach Resources, update product names etc</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Organizational privacy workflow tool</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>(END USER) Utilize the privacy workflow tool to manage your Data Privacy Agreement approval process (functionality requires enabling at Alliance level)</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
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<tr>
<td>Use of National Data Privacy Agreement (NDPA)</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
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<tr>
<td>Use of National Research Data Privacy Agreement (NRDPA)</td>
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<td>✔️</td>
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<tr>
<td>Promotion of Resources when Alliance DPA Signed</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(VENDOR) Promote your signed Agreements on the State Alliance home page</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Alliances NDPA Comparison</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>COMING SOON</em> (END USER) Allowing the comparison of Exhibit G's across all States utilizing the SDPC Resource Registry</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automated POD Creation via the Registry’s GEPS Manager</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resource Registry API Access</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Access to the SDPC Resource Registry API enabling you to integrate/extract published information on a per agreement basis.</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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<th>COMMUNICATIONS</th>
<th>End User</th>
<th>Vendor</th>
<th>Alliance</th>
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<tr>
<td>A4L Updates &amp; Reminders (monthly)</td>
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<td>A4L Quarterly Newsletter</td>
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<td>SDPC Weekly Mailer</td>
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Appendix E: Data Protection/Conflict of Interest Agreement for A4L Board, Staff, Leadership Groups and Committees

Introduction. It is the position of Access 4 Learning (A4L) that Board, Staff, and Committee members of A4L will not disclose confidential or sensitive information, as defined below, belonging to, or obtained through their affiliation with, A4L to any person, including their relatives, friends, business and professional associates, and education technology organizations in which they participate, unless A4L has authorized disclosure or it is otherwise in A4L’s interest. This position is not intended to prevent disclosure where disclosure is required by law.

Intent. For the purposes of this document, Confidentiality is the preservation of sensitive and confidential data, as defined below. Board Members, Staff, Leadership Groups, Project Teams and Committee Members and other volunteers are cautioned to demonstrate professionalism, good judgment, and care at all times in handling any information related to A4L to avoid unauthorized or improper disclosures of confidential information.

Definition:

“Sensitive Data”, for the purposes of this Agreement, shall be defined as data primarily relating to individuals and include such data as racial or ethnic origin, political opinions, religious beliefs, genetic data, or sexual orientation.

“Confidential Data”, for the purposes of this Agreement, relates primarily to the data and operations of A4L, as an organization. This data includes proprietary information, financial information trade secrets, or the deliberations and discussions of A4L meetings, as discussed further below. Confidential Data includes data or documents marked “Confidential” by A4L or would be considered confidential by a reasonable person operating on behalf of A4L.

Board and Committees. While Board Members, Staff, Leadership Groups, Project Teams and Committee Members are expected and encouraged to discuss the organization with one another, they shall not report communications or opinions expressed in meetings, nor shall they report independently on committee action, contents of board meeting packets, Executive Director reports, committee agenda items, or engage in any communication that has not been approved by the Executive Director or that would not be supported by board policy, procedures, or decisions.

Programs and Business Development. A4L Board Members, Staff, Leadership Groups, Project Teams, and Committee Members may have access to financial, organizational (operational, programs, activities, policies, procedures, practices, membership lists, trade secrets) and other confidential information about A4L or other third parties. A4L Board Members, Staff,
Leadership Groups, Project Teams, and Committee Members may also have access to information about development, creation, goals, and strategies of A4L programs. Such information shall be deemed confidential and shall not be shared without permission of the Executive Director or the Board Co-Chair. Board Members, Staff, Leadership Groups, Project Teams, and Committee Members shall not disclose or permit to be disclosed any confidential information, including photocopying, reproducing, or redistributing in any fashion. No confidential information shall be used for personal advancement.

**Intellectual Property.** It is expected that A4L Board Members, Staff, Leadership Groups, Project Teams, and Committee Members, will not use trade secrets, client lists, or other confidential information acquired by virtue of being on the board or committee, even after they complete their service with A4L.

**Standards and Duties.** A4L Board Members, Staff, Leadership Groups, Project Teams, and Committee Members are expected to adhere to the highest standards of honesty, integrity, and fairness. All information provided will be kept as confidential as possible. Allegations will be investigated as appropriate. Under no circumstances will board members, staff, or committee members or experience reprisals for reporting in good faith suspected violations of law or policy. If a breach of Sensitive Data or Confidential Data is alleged, the Procedure for Breach of Data Protection Agreement, described below, shall be utilized.

**Duty of Care.** It is the duty of the board of directors to be reasonably informed and use sound information and judgment in making decisions on behalf of the organization.

**Duty of Loyalty.** It is the duty of the board of directors to put aside personal interests and act in the organization's best interest.

**Duty of Confidence.** It is the duty of the board of directors to act in compliance with the organization's mission, bylaws, and policies, as well as legal and regulatory requirements.

**Duty to Avoid Conflict.** A4L is enriched by having Board Members and employees with different backgrounds and perspectives and expressing these differences in an open and direct manner. Within this context, it is expected that the A4L Board Members, Staff, Leadership Groups, Project Teams, and Committee Members, will avoid any conflict (or appearance of a conflict) between the specific self-interest (personal, institutional, corporate), and the business interests of A4L. When encountering potential conflicts of interest, A4L Board Members, Staff, Leadership Groups, Project Teams, and Committee Members shall notify the Executive Director and/or Board Co-Chair of the conflict and determine whether to remove themselves from all discussion and decision-making on that matter. Where appropriate, an Opinion of Counsel may be requested to examine and provide a legal opinion.
**Intent to Avoid Conflicting Obligations.** A4L understands that some of its Board Members may hold licenses to practice in regulated fields (i.e., law, accounting, etc.). It is the intent of A4L that the tenets of this Agreement or the actions of the Board does not conflict with the ethical or customary obligations of their professions, where applicable. If a Board Member or employee believes that an action by the Board or A4L violates their professional responsibilities, they may ask for an opinion of counsel or seek advice from the advisory councils for their fields’ governing body on resolving such conflict. In addition to having the option to seek such an opinion, Board Members and employees may, at any point, elect to recuse themselves from participating in a particular discussion, action, decision, or the like, in the event they determine such participation creates a conflict or the appearance of a conflict of interest. A decision to elect for recusal shall not punished or treated negatively.

**Continuing Obligation.** At the end of the board member’s, staff’s or committee member’s term, employment or upon their retirement, resignation or removal from the Board of Directors or committee, they shall return, at A4L’s request, all documents, papers, and other materials, regardless of medium, which may contain or be derived from confidential information, in their possession.

**Certification**

I have read the Statement of Confidentiality presented above. I agree to abide by the requirements of the policy and this statement and to inform the Executive Director and/or Board Co-Chair immediately if I believe any violation (unintentional or otherwise) of the policy or this statement has occurred.

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Signature: ___________________________  Print Name: ___________________________

Corporate Title: ___________________________  Date: ___________________________

Company or Organization: ___________________________
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.