



Professionalism through Certification

The Institute for RFID Education, Research and Certification

Subject Matter Expert Agreement

Version 1-3

Date: November 24, 2014

Chapter I Definitions

1 Definitions

- **Affiliate** – company or organization directly related to another company or organization thru ownership or commercial relationship
- **Answers** – text, images, diagrams or forms defined as valid responses to test questions
- **Certification Program** – series of activities undertaken under the auspices of the RFID Professional Institute Inc. to establish Specification of curricula, tests and answers for professional RFID certification
- **Confidential Information** - any and all information, including, but not limited to, examinations, content, test questions, test question responses, answers, analyses, studies, test procedures, test preparation, planning, any material marked “Confidential”, or any other non-public records and information, that are developed or revised in connection with any RFID Professional Institute Certification Program
- **Contributor** – person, company or organization that provides materials as Work Made For Hire for incorporation in the Certification Program
- **Materials** – questions, answers, curricula, text, images, diagrams, screen designs and process flows contributed to the Certification Program
- **Representative** – a person authorized by a Contributor to commit the Contributor and sign on its behalf
- **RFID** – Radio Frequency IDentification
- **Specification** – curricula, tests and answers used for professional RFID certification
- **Subject Matter Expert (“SME”)**– A person knowledgeable in one or more RFID subject areas who agrees to contribute their knowledge in the form of written or verbal certification examination content, test questions, test question responses and answers
- **Tests** – sets of questions designed to illustrate whether or not a candidate displays a specific level of RFID related knowledge
- **Work Made For Hire** – a work specially commissioned from Contributor(s) by the RFID Professional Institute Inc. for use as a contribution to a collective work as a part of an instructional text, as a test or as answer material for a test

Chapter II The RFID Professional Institute

2 Institute Mission & Objectives

2.1 Mission

The Institute is dedicated to advancing the state-of-the-art in effective and appropriate application of Radio Frequency IDentification (RFID) technology in industry, government, and non-commercial organizations through technology-neutral, vendor-neutral, and independent RFID education, certification(s), and applied RFID research.

Our mission is to promote the “public good” that comes from having industry and professionals achieve high levels of professionalism through the research, education, and development of the RFID science and knowledge-base; and validation of that knowledge obtained through professional certification

2.2 Objectives

The objectives of the Institute are:

1. Advancing the science and state-of-the-art in effective and appropriate application of RFID technology in industry, government, and non-commercial organizations to better serve the public interest
2. Providing a means of certifying the scope and level of an individual’s RFID knowledge
3. Ensuring that the certification is consistent and reliable over time
4. Fostering professionalism in the RFID industry
5. Ensuring consistency of certification across hardware and software platforms
6. Developing a curriculum for RFID education aimed at obtaining certification
7. Providing a mechanism for certification renewal after a specific interval

:

Chapter III Confidential Information

3 SME Obligations

In order to ensure the highest standard of integrity of the RFID Professional Institute, Inc. examinations, the SME agrees as follows:

1. The SME will keep confidential and secret any and all Confidential Information, that are disclosed to or discovered by him/her as a result of their participation in any International RFID Professional Institute, Inc. Certification Program
2. The SME will treat all Confidential Information as the RFID Professional Institute, Inc.'s sole property and proprietary information; and take all steps necessary to ensure its confidentiality.
3. The SME will use Confidential Information only as needed for the purposes of their contribution to the RFID Professional Institute, Inc. Except for the purposes of carrying out such duties, the SME will not copy or otherwise duplicate Confidential Information or knowingly allow anyone else to access, review, copy or otherwise duplicate Confidential Information.
4. The SME will return to the RFID Professional Institute, Inc. all Confidential Information in their possession or control at the completion of his/her contribution, or upon RFID Professional Institute's request, whichever is earlier
5. Upon discovery of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Confidential Information, the SME will promptly inform the RFID Professional Institute, Inc. in writing of such unauthorized use or disclosure. The SME will cooperate with RFID Institute in every reasonable way to help RFID Professional Institute regain possession of Confidential Information and prevent its further unauthorized use or disclosure

Chapter IV Intellectual Property

4 IRFIDI Intellectual Property

4.1 Work Made For Hire

The SME agrees materials that (s)he contributes to, develops or helps to develop for the Certification Program is work specially commissioned by the RFID Professional Institute Inc. for use as part of that program.

The SME expressly agrees that all such work shall be considered as “Work Made For Hire” as defined by United States Code Title 17 Chapter 1 § 101 - Definitions Paragraph (2) copyright law and the sole property of the International RFID Institute Inc.

The SME further agrees that all such work shall be performed on a pro bono basis unless compensation is deemed appropriate by the RFID Professional Institute Inc. Board of Directors.

5 Third Party Intellectual Property

The SME agrees that (s)he will not submit a contribution that (s)he knows violates the Copyright or Trade Secret rights of any third party.

Chapter V Acceptance

6 Acceptance of Terms

SME understands, admits and consents to the terms hereof as a condition of their contribution as a Subject Matter Expert to the RFID Professional Institute Inc.

7 Representative Authorization

Designation of the Representative(s) by SME is hereby made by an officer or equivalent individual authorized and having the power to bind the SME to the terms and conditions hereof.

8 Termination of This Agreement

This agreement may be terminated by the RFID Professional Institute, Inc. by giving notice in writing delivered to the last address communicated to the Institute by the SME.

Unless terminated by the RFID Professional Institute, Inc., this Agreement shall remain in full force and effect.

9 Designated Representative

9.1 Receiving Notice

The SME designates the Representative identified below for the purpose of receiving notice under this Agreement.

9.2 Change of Designated Representative

The SME may change the designated Representative by written notice to the RFID Professional Institute Inc.

10 No Joint Venture

Nothing contained in this Agreement and no action taken by the SME shall be deemed to render the SME or its Affiliates an employee, agent or representative of the RFID Professional Institute Inc. or any other SME or their Affiliates, or shall be deemed to create a partnership, joint venture or syndicate among or between any of the SME or their Affiliates or the RFID Professional Institute Inc.

11 Prior Subject Matter Expert Agreements

This Subject Matter Expert Agreement supersedes and replaces any and all prior representations, agreements and understandings relating to SME contributions to the RFID Professional Institute, including without limitation any prior version of this Agreement. The terms of this Agreement cannot be amended without express consent of both the SME and the RFID Professional Institute, Inc. to any such revision.

12 Governing Law

The SME agrees that any and all disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the United States of America and the laws of the Commonwealth of Virginia. The SME hereby submits to the jurisdiction of the state and federal courts of the Commonwealth of Virginia for the resolution of any of such disputes and waives any objection to the propriety or convenience of venue in such courts.

The SME agrees that the RFID Professional Institute Inc. shall be entitled to injunctive or equitable relief to prevent or curtail any actual or threatened breach of the provisions of this Agreement by the Member and recovery of reasonable attorneys' fees incurred in any such action.

