

The Open Group Certified Architect (Open CA) Program

Certification Board Member Agreement

Notes

These notes are intended to help prospective Board Members complete the attached Certification Board Member Agreement to join the pool of available Board Members within The Open Group Certified Architect (Open CA) Program. Board membership is by invitation only in accordance with the criteria defined in Section 3.9.

Board Members serve in their capacity as individuals and not as representatives of any organization or company. The Open Group selects from the pool of available Board Members to populate individual Certification Boards for the evaluation of Candidates.

If you wish to execute this Agreement immediately you should:

1. Enter your name and address on Page 3.
2. Sign and enter your name, title, the date, and your contact details on page 8 (signature page) in the left column.
3. Complete the Honorarium Payments information on page 9.
4. Fax the signature page and Honorarium Payments page to The Open Group at +1 415 276 3760.

Please note that the Agreement does not come into effect until it has been countersigned by The Open Group.

Once countersigned, a copy of the fully-signed signature page will be returned for your records.

If you have any questions please email openca-cert-auth@opengroup.org.

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Open CA Program
Certification Board Member Agreement

Version 1.4.1, April 8, 2010

This Agreement ("Agreement") is made and entered into by and between the following Parties:

The Open Group, Apex Plaza, Forbury Road, Reading, England, RG1 1AX, and

You ("the Certification Board Member"), (full name) of

(address, including Zip/Postcode and country)

Whereas, The Open Group wishes to appoint You as a member of the direct Certification Board in connection with the operation of The Open Group Certified Architect (Open CA) Program ("the Certification Program") and

Whereas, The Open Group is the Certification Authority operating the Certification Program in accordance with the Certification Policy.

Now therefore, in consideration of the mutual rights and obligations of the Parties set forth below, the Parties agree as follows:

1. Definitions:

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

Table with 2 columns: Term and Definition. Rows include Candidate, Certification Board, Certification Package, Certification Policy, Conformance Requirements, Evaluation Process, and Person.

2. Certification Authority Obligations

- 2.1. Certification Boards will meet at a time and location of the Certification Authority's choosing according to demand, but will normally be convened no less frequently than quarterly. This location may be a physical location or a virtual location via a teleconference or other means as determined by the Certification Authority according to the Certification Policy.
- 2.2. Any physical location organized by the Certification Authority shall provide a working environment appropriate to the confidential nature of the evaluation process.
- 2.3. Reasonable efforts will be made to provide internet access at any physical location.
- 2.4. The Certification Authority will provide Certification Board Members with appropriate subsistence during the operation of the Certification Board.
- 2.5. The Certification Authority will perform an initial audit of Candidates' Certification Packages in accordance with the Certification Policy and will pass Certification Packages that are complete and well formed to the Certification Board Member for review no less than 28 days before the start of the Certification Board meeting.
- 2.6. If the Certification Board is to meet face to face, the Certification Authority will inform the Certification Board Member where the meeting is to take no less than 28 days before the Certification Board is to convene. If the Certification Board is to take place remotely, the Certification Authority will provide the Certification Board Member with telephone and email contact details for the Candidates when the Candidates' Certification Packages are sent out.
- 2.7. The Certification Authority will stipulate the dates by which the Certification Board must have conferred and made its determination regarding the Candidates' applications for certification. This will normally be within ten (10) business days of the Certification Board meeting.
- 2.8. The Certification Authority will hold confidential any verbal or written information on an individual Certification Board Member's findings on the evaluation beyond those contained within the evaluation report itself. This shall include but is not limited to the Certification Board Members' individual votes on whether the Candidate meets the Conformance Requirements.
- 2.9. The Certification Authority will be responsible for confidential archiving of all certification evaluation reports and the secure disposal of any notes or other documentation produced during the evaluation, which does not form part of the evaluation report from the Certification Board.
- 2.10. The Certification Authority will make an evaluation report template available to the Certification Board Members via the World Wide Web together with all other related documents germane to the evaluation process.
- 2.11. The Certification Authority will assign three Certification Board Members to interview the Candidate. The Certification Authority will appoint one member of the Certification Board to be the Board chairperson.
- 2.12. The Certification Authority may at its sole discretion supply a facilitator to support the Certification Board's decision-making process.
- 2.13. The Certification Board will evaluate candidates for initial certification and for certification renewal. The Certification Board will also evaluate candidates who are being re-examined after failing to be certified as a result of a previous evaluation. The Certification Authority will inform the Certification Board Member of the category of each Candidate. In the case of a re-evaluation, the Certification Authority will provide the results of the previous evaluation to the Certification Board Member.

3. Certification Board Member Obligations

- 3.1. **You** agree to cooperate with the Certification Authority and other Certification Board members to evaluate Candidates for certification and re-certification according to the Certification Policy and the Conformance Requirements.
- 3.2. If Certification Board meetings or interviews take place by telephone, **You** are responsible for taking the call in a suitably quiet and private working environment such that the interview is not disturbed.
- 3.3. The objective of the Certification Board interview is to verify the information in the Candidate's Certification Package (or Re-Certification Package), and to validate the Candidate's professional skills and experience against the applicable Conformance Requirements. **You** agree to undertake the evaluation to the best of **Your** ability without prejudgment or prejudice of any kind nor any subjectivity, but solely on the basis of the facts of the Candidate's application so that the outcome of the evaluation shall be repeatable, reproducible and as objective as possible.

In particular, subjective opinion based on, but not limited to, gender, sexual orientation, ethnicity, religion or citizenship have no place in the evaluation process. Furthermore, subjective opinion engendered by disability, appearance, written or verbal style shall not enter into the evaluation beyond the extent to which they may directly affect the Candidate's conformance with the Conformance Requirements.

- 3.4. To further minimize subjective influences, it is **Your** responsibility to declare any possible conflict of interest in the evaluation of an individual candidate or group of candidates. Examples of such conflicts of interests are, but not limited to, a pre existing relationship with the Candidate such as friendship, familial or sexual relationship, or a past, current or anticipated employment or business relationship. Other examples of conflicts of interest include, but are not limited to, past or current business or employment relationships with the Candidate's employer, public or private disagreements with the Candidate whether related to the certification program or not, or any other prejudicial relationship. A prior mentoring relationship with the Candidate is considered to be a conflict of interest.
- 3.5. **You** will evaluate each certification or re-certification application against the applicable Conformance Requirements and make a written recommendation regarding certification on the evaluation form provided by the Certification Authority. This recommendation will be made within six (6) business days of the interview with the Candidate.
- 3.6. **You** and the other Certification Board Members shall wherever possible determine the outcome of the Evaluation by unanimous decision. However, in the event that unanimity cannot be reached, at least two (2) of the three members of the Certification Board assigned to a Candidate must agree with the recommendation to the Certification Authority.
- 3.7. Should an application be assessed as non-conforming, **You** and the other Certification Board members shall state the reasons in writing and provide a written description of the deficiencies for the Certification Authority to pass to the Candidate to facilitate future enhancement to the Candidate's compliance to the Conformance Requirements. Such deficiencies must be objective and verifiable wherever possible.
- 3.8. In the event that a Candidate invokes the appeals process defined in the Certification Policy, **You** agree to provide within a timely fashion any information in writing that the Certification Authority may reasonably request in order to enable it to dispose of such appeals. Such information shall be provided at no cost to the Certification Authority. **You** acknowledge that appeals may take place subsequent to a Certification Board review meeting and term of engagement under this agreement.
- 3.9. By signing this agreement **You** publicly warrant and represent that **You** have been recommended as a board member by your direct Certification Board after a unanimous certification, **You** have been appointed by the Certification Authority based on your experience

practicing in or contributing to the IT Architecture profession, or **You** have served on IT Architect boards within an Accredited Certification Program (ACP) and have been recommended by the ACP as an Open CA board member.

4. Certification Board Chairperson Duties

If **You** are appointed to be the Chairperson of the Certification Board **You** have the following additional duties:

- a. Facilitating the Certification Board to achieve a majority decision. This role may be delegated to a Certification Authority facilitator.
- b. Ensuring that the Certification Board decisions are based upon objective evaluation against the Conformance Requirements.
- c. Notifying the Board decision to the Certification Authority in writing using the Evaluation Form provided by the Certification Authority for that purpose within ten (10) business days of the Review Board meeting to interview the Candidate.
- d. Providing feedback for the Certification Authority to pass on to any declined Candidates regarding which aspects of the Conformance Requirements they failed to meet and what steps they should consider taking to improve their chances of succeeding in any future application for certification.
- e. Optionally providing feedback for the Certification Authority to pass on to accepted Candidates to help them in developing themselves further as IT Architects.

5. Confidentiality

- 5.1. Except where this Agreement provides otherwise, **You** shall maintain in confidence all material and information concerning Candidates that is disclosed to **You** in written or oral form either by Candidates, by the Certification Authority or by other Certification Board Members, including without limitation Candidates' Certification Packages, Candidates' interviews, Certification Board discussions and the Certification Board's evaluation reports.
- 5.2. Material and information disclosed to **You** by a Candidate may be disclosed to the other Certification Board members evaluating that Candidate and may be disclosed to the Certification Authority.
- 5.3. Material and information disclosed to **You** by any Person concerning any Candidate's application for IT Architect Certification must be kept confidential from all other Candidates.
- 5.4. **Your** obligations under this clause shall be limited to taking such steps as **You** ordinarily take to preserve the most important of **Your** own confidential information but no less than a reasonable duty of care.
- 5.5. The obligations of non-disclosure and non-use set out in this Agreement shall not apply to any item of information which:
 - a. Is in the public domain at any time (but without prejudice to any Person's rights of action against another Person who wrongfully causes or permits such information to be in the public domain),
 - b. 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,
 - c. Is subsequently rightfully obtained without obligation of confidence by the receiving Person from a source other than You as evidenced by written records,
 - d. Is required to be disclosed by order of any court of competent jurisdiction,

PROVIDED that **You** shall acquire no right or interest under any license, patent, or otherwise by virtue of this Agreement.

6. Liability

THE CERTIFICATION AUTHORITY ON ITS OWN BEHALF AND ON BEHALF OF ITS OFFICERS, EMPLOYEES, AGENTS, AND OTHER CERTIFICATION BOARD MEMBERS 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 CERTIFICATION AUTHORITY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, CONTRACTS, PRODUCTION OR USE).

7. General

7.1 Entire Agreement

This Agreement including any documents referred to therein (as amended from time to time by The Open Group's normal consensus process) 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.

7.2 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.

7.3 Notices

Any notice or other document to be given under this Agreement shall be in writing in the English language and 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 Certification Authority is the address set out above,

The specified address for **You** is the address set out above.

Notices shall be deemed to have been received by the addressee within 7 days of posting as above, or within 24 hours if sent by hand or facsimile to the addressee's correct address.

7.4 Interpretation

The headings in this Agreement are inserted only for convenience and shall not affect its construction.

Where appropriate words denoting the singular only shall include the plural and vice versa.

7.5 Term and Termination

This Agreement comes into effect at the date of countersignature by The Open Group and will expire only if explicitly terminated:

- a. At any time upon six months' written notice by either Party to the other; or

- b. 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 Certification Policy, and such a breach has not been rectified to the satisfaction of the other Party.

7.6 Governing Law

If **You** are resident in the USA this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

If **You** are not resident in the USA this Agreement shall be governed by the laws of England and Wales.

The Parties hereby submit to the exclusive jurisdiction of the local courts of the defendant in any litigation.

8. Fees

8.1. For evaluation of each new Candidate, the Certification Authority will pay to **You** an honorarium of 100 US dollars, or the equivalent in Euros or GB pounds (as chosen by **You**) at the then current exchange rate.

8.2. For re-certification of each Candidate, the Certification Authority will pay to **You** an honorarium of 50 US dollars, or the equivalent in Euros or GB pounds (as chosen by **You**) at the then current exchange rate.

9. Execution

By signing this Agreement, the Certification Board Member agrees to be bound by the terms of the Open CA Certification Policy and this Agreement and that all the above obligations including, but not by way of limitation, those described in the Confidentiality clauses of this Agreement shall survive the termination of this Agreement.

FOR AND ON BEHALF OF
THE CERTIFICATION BOARD MEMBER

FOR AND ON BEHALF OF
THE OPEN GROUP

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

Tel: _____

Fax: _____

**Open CA Program
Certification Board Member Agreement
Honorarium Payments**

Please complete the details below so that The Open Group may pay you your Honorarium Fee for each evaluation of a candidate for Open CA certification. Payments made to individuals will be declared annually to tax authorities in accordance with local tax regulations. Should you wish to donate your fee to a charity then no personal tax information is required.

You need complete this form only once, usually when you sign the Certification Board Agreement. Please notify the Certification Authority of any changes.

Name:
Home Address:
ZIP/Postcode
Email:

TAX ID/Social Security Number:
Type of currency \$US/Euros/GBP:
Preferred payment method - please indicate: By check [<input type="checkbox"/>] By ACH/Bank Transfer [<input type="checkbox"/>]
If by ACH/Bank Transfer, please provide the following information.
Full Name of Bank:
Bank Account Holder:
Routing/Swift Code/Sort Code:
A/C number:
IBAN number:

Or, for payment to a Charity

Name of Charity:
Short payment reference or note to go with payment:
Charity's Address or Bank Details: