



## **The Open Group<sup>®</sup> Professional Certification Program Board Member Agreement**

**Version 1.5, April 2020**

### **Notes**

These notes are intended to help prospective Board Members complete the attached Board Member Agreement to join the pool of available Board Members within The Open Group's Professional Certification Program. Board membership is by invitation only in accordance with the criteria defined in Section 3.10.

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 Peer Review Boards for the evaluation of Candidates.

If you wish to execute this Agreement you should:

1. Sign and enter your name and the date on page 8 (signature page) in the left column.
2. Send the fully signed agreement to the Open Professions Certification Authority at via email to [professions-cert-auth@opengroup.org](mailto:professions-cert-auth@opengroup.org)

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.

You will be provided with an additional Honorarium Form to complete, which will contain the information necessary for The Open Group to make the honorarium payments identified in Section 7.7.

If you have any questions, please email [professions-cert-auth@opengroup.org](mailto:professions-cert-auth@opengroup.org).

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# The Open Group<sup>®</sup> Professional Certification Program Board Member Agreement

**Version 1.5, April 2020**

This Board Member Agreement ("Agreement") is made and entered into by and between the following Parties: The Open Group, L.L.C., a Delaware LLC ("The Open Group"), 800 District Avenue, Burlington, MA 01803-5007, United States of America, and **You**, the individual described in the signature section of this Agreement ("Board Member").

Whereas, The Open Group wishes to appoint **You** as a member of a Peer Review Board in connection with the operation of The Open Group's Professional Certification 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:

<b>Application Form</b>	The form used to allow Candidates to describe how their experience meets the Conformance Requirements required for a Milestone, certification, or re-certification.
<b>Candidate</b>	The individual who desires to obtain a Milestone Badge or is in the process of being certified.
<b>Certification Package</b>	The detailed description of the evidence for the skill levels attained and experience attained that provides the Certification Authority or Accredited Certification Program with sufficient information to determine whether the Candidate meets the Conformance Requirements.
<b>Certification Policy</b>	The document "The Open Group Professional Certification Program Certification Policy", as amended from time to time by The Open Group, available at <a href="https://certification.opengroup.org/open-professions">https://certification.opengroup.org/open-professions</a> .
<b>Conformance Requirements</b>	A definition of the mandatory and optional criteria a candidate must meet in order to achieve a Milestone Badge or certification.
<b>Evaluation Process</b>	The documented process by which the Certification Authority and Peer Review Board together determine whether a Candidate meets the Conformance Requirements.
<b>Milestone</b>	A predefined subset of the Conformance Requirements, which can be evaluated as a group.
<b>Milestone Badge</b>	The digital credential issued to a Candidate who has reached a Milestone.

<b>Peer Review Board</b>	The group of Board Members appointed by the Certification Authority or by an Accredited Certification Program to evaluate one or more application(s) for certification or for a Milestone Badge.
<b>Person</b>	Includes a body of persons whether or not incorporated.

## **2. Certification Authority (CA) Obligations**

### **2.1 General**

- 2.1.1. The Certification Authority will assign the Board Member(s) who will perform the Evaluation Process, in accordance with the Certification Policy. Where the Peer Review Board consists of more than one Board Member, the Certification Authority will appoint one member to be the board chairperson.
- 2.1.2. The Certification Authority may at its sole discretion supply a facilitator to support the Peer Review Board's decision-making process.
- 2.1.3. The Certification Authority will provide Board Members with an evaluation report template, together with all other related documents germane to the Evaluation Process.
- 2.1.4. The Certification Authority will communicate the outcome of the Evaluation Process to the Candidate.
- 2.1.5. The Certification Authority will hold confidential any verbal or written information on an individual Board Member's findings on the evaluation beyond those contained within the evaluation report itself. This shall include but is not limited to the Board Members' individual votes on whether the Candidate meets the Conformance Requirements.
- 2.1.6. The Certification Authority will be responsible for confidential archiving of all 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 Peer Review Board.

### **2.2 Milestone Badge and Re-Certification Applications**

- 2.2.1. The Certification Authority will assign the Board Member who will review a Candidate's Application Form.
- 2.2.2. The Certification Authority will perform an initial review of the Application Form and will pass a complete and well-formed Application Form to the Board Member for review.
- 2.2.3. The Certification Authority will stipulate the date by which the Board Member must complete their review and submit the evaluation results to the Certification Authority on the evaluation report template provided.
- 2.2.4. The Certification Authority will make the Candidate's contact information available to the Board Member in the event the Board Member wishes to contact the Candidate with questions of clarification.

### **2.3 Certification**

- 2.3.1. The Certification Authority will schedule Peer Review Boards as either a remote board (via telephone or video, as allowed by the Certification Policy) for completion during a designated timeframe or as a face-to-face board, to be held at a specific time and physical location.
- 2.3.2. The Certification Authority will perform an initial review of each Candidate's Certification Package in accordance with the Certification Policy and will pass a complete and well-formed Certification Package to the Peer Review Board Members for review at least 7 days before the start of a remote board or 28 days before the start of a face-to-face board.
- 2.3.3. If the Peer Review Board is to meet face-to-face, the Certification Authority will inform the Board Member where the meeting is to take no less than 28 days before the Peer Review Board is to convene. If the Peer Review Board is to take place remotely, the Certification Authority will provide a means at least 7 days in advance for the Candidate to schedule the interview with the Board Member.

- 2.3.4. For face-to-face boards conducted at a physical location, the Certification Authority will provide a working environment appropriate to the confidential nature of the evaluation, make reasonable efforts to provide internet access, and provide Board Members with appropriate subsistence during the operation of the board.
- 2.3.5. The Certification Authority will stipulate the dates by which the Peer Review Board must have conferred and made its determination regarding the Candidates' application for certification. This will normally be within ten (10) business days of the Peer Review Board meeting.

### **3. Certification Board Member Obligations**

- 3.1. **You** agree to cooperate with the Certification Authority and other Board Members to evaluate Candidates for Milestones, certification, and re-certification according to the Certification Policy and the Conformance Requirements.
- 3.2. **You** agree to use reasonable efforts to perform application reviews and conduct interviews during the timeframe scheduled by the Certification Authority.
- 3.3. If Peer Review Board meetings or interviews take place by telephone or video, **You** are responsible for conducting the meeting in a suitably quiet and private working environment such that the interview is not disturbed.
- 3.4. The objective of the Peer Review Board interview is to verify the information in the Candidate's Application Form or 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 prejudice 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.**

- 3.5. 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 are 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.
- 3.6. **You** will evaluate each Milestone, certification, or re-certification application against the applicable Conformance Requirements and make a written recommendation on the evaluation report form provided by the Certification Authority. This recommendation will be made within six (6) business days of the application review and, where applicable, the interview with the Candidate.
- 3.7. **You** and the other 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 Peer Review Board assigned to a Candidate must agree with the recommendation to the Certification Authority.
- 3.8. Should an application be assessed as non-conforming, **You** and the other 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.
- 3.9. 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 Peer Review Board review meeting and term of engagement under this Agreement.

- 3.10. By signing this agreement **You** publicly warrant and represent that **You** have been recommended as a board member by your direct Peer Review Board after a unanimous certification, **You** have been appointed by the Certification Authority based on your experience practicing in or contributing to the applicable profession, or **You** have served on professional certification boards within an Accredited Certification Program (ACP) and have been recommended by the ACP as a board member for the Certification Program.

#### **4. Certification Board Chairperson Duties**

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

- a) Facilitating the Peer Review Board to achieve a majority decision. You may delegate this role may to a Certification Authority facilitator, if one has been assigned to the Peer Review Board.
- b) Ensuring that the Peer Review Board decisions are based upon objective evaluation against the Conformance Requirements.
- c) Notifying the Certification Authority in writing of the Peer Review Board decision, in the format defined by the Certification Authority for that purpose, within ten (10) business days of the Peer Review Board meeting to interview the Candidate.
- d) Providing feedback for the Certification Authority to pass on to the Candidate for any declined application 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 in their profession.

#### **5. Confidentiality and Data Privacy**

- 5.1. Except where this Agreement provides otherwise, **You** shall maintain in confidence all material and information, and keep private and secure any personal data, concerning or belonging to Candidates that is disclosed or transferred to **You** in written, oral, or digital form either by Candidates, by the Certification Authority, or by other Board Members, including without limitation Candidates' Application Forms and Certification Packages, Candidates' interviews, Peer Review Board discussions, and the Peer Review Board's evaluation reports.
- 5.2. Material and information disclosed to **You** by a Candidate may be disclosed to the other 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 in the Certification Program 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, protect, and keep secure the most important of **Your** own confidential information and personal data 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.

5.6. Destruction of Confidential Information and Personal Data. Upon completion of **Your** evaluation of the Candidate's Milestone, certification, or re-certification application, **You** agree to destroy all material, personal data, and information in **Your** possession relating to the Candidate, and notify the Certification Authority that **You** have done so.

## **6. Liability**

**THE CERTIFICATION AUTHORITY ON ITS OWN BEHALF AND ON BEHALF OF ITS OFFICERS, EMPLOYEES, AGENTS, AND OTHER 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 sent by post or by email to the addresses set out in this Agreement, or such other address as either party shall notify to the other in writing for this purpose.

The specified address for the Certification Authority is the address set out above, and the specified address for **You** are those postal and email addresses provided in **Your** profile, as entered on The Open Group website.

Notices shall be deemed to be effective upon receipt by the party to which notice is given or within the 5<sup>th</sup> day following mailing or transmission, whichever occurs first.

### **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.

### 7.7 Fees

- 7.7.1. For evaluation for certification of each Candidate who submits a monolithic Certification Package, 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.
- 7.7.2. For evaluation of each Candidate for re-certification, 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.
- 7.7.3. For evaluation of each Candidate for an Experience Profile Milestone Badge or Level 1 certification via the Experience Application Form, 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.
- 7.7.4. For evaluation of each Candidate for Level 2 or Level 3 certification via the Experience Application Form, the Certification Authority will pay to **You** an honorarium of 75 US dollars, or the equivalent in Euros or GB pounds (as chosen by **You**) at the then current exchange rate.

### 7.8 Execution

**By signing this Agreement, the Board Member agrees to be bound by the terms of The Open Group Professional Certification Program 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.**

ACCEPTED AND AGREED:

**Board Member:**

**The Open Group**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_