



RFID Professional Institute

Subject Matter Expert

NDA and IP Agreement

In consideration of my participation in certification preparation, review, workshops, and any other activities regarding the development of any Certification Program or educational or training materials for the RFID Professional Institute (“RFID Institute” or “Institute”) as a Subject Matter Expert (“SME”), I agree as follows:

1. “Certification Program” shall mean any effort related to the creation, writing, analysis, or review of content, questions, answers, responses, examination, test preparation, scoring, or planning for any certification offered or contemplated by RFID Institute.
2. “Educational Material” or “Training Material” shall mean any effort related to the creation, writing, publishing, or review of content for any reason offered or contemplated by RFID Institute.
3. “Confidential Information” shall mean any and all information, including, but not limited to, examinations, content, test questions, test question responses, answers, analyses, studies, test procedures, test preparation, planning, education, training, material marked “Confidential”, or any other non-public records and information, that are developed, reviewed, or revised in connection with any RFID Professional Institute’s Certification or Educational Programs.

4. I will keep confidential and secret any and all Confidential Information, that is disclosed to me as a result of my participation in any RFID Professional Institute Certification, Educational and Training Program or that I develop, alone or with any third party, in connection with my participation in any RFID Professional Institute program
5. I will treat all Confidential Information as the RFID Professional Institute's sole property and proprietary information and take all steps necessary to ensure its confidentiality. I will use Confidential Information only as needed to carry out the purposes of Institute within my duties as a SME. Except for the purposes of carrying out such duties, I will not copy or otherwise duplicate Confidential Information or knowingly allow anyone else to access, review, copy or otherwise duplicate Confidential Information.
6. I will return to Institute all Confidential Information in my possession or control at the completion of my service as an SME, or upon the Institute's request, whichever is earlier.
7. Upon discovery of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Confidential Information, I will promptly inform the Institute in writing of such unauthorized use or disclosure. I will cooperate with RFID Institute in every reasonable way to help the Institute regain possession of Confidential Information and prevent its further unauthorized use or disclosure.
8. RFID Institute will own all Confidential Information, including, but not limited to, test questions, test question responses and answers, and associated materials, developed, reviewed, or revised by me, either alone or jointly with any third party, related to any RFID Professional Institute Certification or Educational Program. I agree that no transfer of ownership, nor any license or right, in any Confidential Information is granted to or conferred upon me in this Agreement, by any disclosure of such Confidential Information by the Institute or by my participating in a RFID Institute Certification, Educational or Training Programs.
9. The Confidential Information materials that I develop or help to develop as an SME is work specially commissioned by the Institute for use as part of a Certification, Educational or Training Program. I expressly agree that all such work shall be considered a work for hire under copyright law and the sole property of RFID Professional Institute.
10. I hereby transfer or assign to the RFID Professional Institute any copyright ownership or right I may have in Confidential Information developed, reviewed, or revised by me, either alone or jointly with others and agree to execute and deliver to the Institute any further documents as requested by the Institute to facilitate such transfer or assignment.

11. I agree that only original material, not owned by any other person, will be submitted by me to the RFID Professional Institute. If material from any other source is used for any test item or educational or training material submitted by me, I will notify RFID Institute in writing of such source at the time such material is submitted. In carrying out my duties as a SME, I will do nothing that will violate or infringe the rights of any other person or organization.
12. I will not use my participation in any RFID Professional Institute Certification Program or status as a SME for any commercial purpose except as specifically authorized in writing by the RFID Professional Institute.
13. I agree that the RFID Professional Institute shall be entitled to injunctive or equitable relief to prevent or curtail any actual or threatened breach of the provisions of this Agreement by me and recovery of reasonable attorneys' fees incurred in any such action.
14. I agree 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 State of New York. I hereby submit to the jurisdiction of the state and federal courts of New York for the resolution of any of such disputes and waive any objection to the propriety or convenience of venue in such courts.

Signed and Agreed to by:

Name: _____

Company: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Signature: _____ Date: _____