

The Open Group Certified IT Specialist (Open CITS)
Program:
Accreditation Agreement

May 2011
Revision 1.5

This Accreditation Agreement ("Agreement") is made and entered into by and between the following Parties: X/Open Company Limited, trading as The Open Group ("The Open Group"), Apex Plaza, Forbury Road, Reading, Berkshire, RG1 1AX, United Kingdom, and _____

hereafter called the Organization (further described in Section 1 below).

WHEREAS, the Organization wishes to submit a Candidate Certification Program for accreditation in The Open Group Certified IT Specialist (Open CITS) Program ("the Program"); and

WHEREAS the Candidate Certification Program is uniquely defined in the Registration Form (available at: <http://www.opengroup.org/opencits/cert/>)

WHEREAS, The Open Group is the Certification Authority operating the Program in accordance with the terms of the Accreditation Policy of the Program.

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:

Accreditation Policy	The Accreditation Policy document relating to the Program, as amended from time to time by The Open Group, currently available at http://www.opengroup.org/opencits/cert/
Accreditation Logo	The trademarks as designated from time to time by The Open Group for use in association with Accredited Certification Programs.
Accreditation Register	The official list of all Accredited Certification Programs, which is maintained by the Certification Authority and made available via the Internet.
Accreditation Requirements	The definition of the mandatory and optional behavior that must be implemented in a certification program in order for that program to be considered conformant. The Accreditation Requirements document is currently available at http://www.opengroup.org/opencits/cert/
Accreditation Trademark License Agreement (TMLA)	The agreement between the Organization and The Open Group that contains the legal commitment by the Organization to the conditions for use of the Accreditation Logo.
Accredited Certification Program	A certification program, operated by a group of people under the leadership of a Certification Program Manager, that has successfully completed the Accreditation process and for which the Organization has been notified in writing by the Certification Authority that Accreditation has been achieved. Depending on context, the term is also used to mean the company or organizational unit that operates an Accredited

	Certification Program.
Assessment	An inspection of an Organization's processes, procedures, and staff to determine the degree to which the Organization's Candidate Certification Program is operating in accordance with the Accreditation Requirements.
Assessor	An individual who has been appointed by the Certification Authority to perform Assessments.
Candidate Certification Program (CCP)	An Organization's internal IT Specialist certification program that has not yet been accredited.
Certification System Deficiency	An agreed error in the Certification and/or Accreditation systems, which is inhibiting the Accreditation process. A Certification System Deficiency is one possible outcome of a Problem Report.
Certification Program Manager	The specific individual(s) identified within an Organization as having the overall responsibility for managing the Accredited Certification Program on a day-to-day basis and ensuring that it is carried out in accordance with its documented processes and procedures.
Conformance Statement	The Organization's documented set of claims describing precisely the way in which their Candidate Certification Program meets the Accreditation Requirements, including the Client Focus areas and Streams in the CCP
Interpretation	Decision made by the Specification Authority that elaborates or refines the meaning of the Conformance Requirements, Certification Policy Accreditation Requirements, Accreditation Policy, or a standard or best practice referenced by the Accreditation Requirements. An Interpretation is one possible outcome of a Problem Report.
Organization	An organization that operates a certification program for IT Specialists, and which is interested in applying for accreditation of their program within The Open Group IT Specialist Certification Program. During the period in which an organization is going through the Accreditation process to get their program accredited, the Organization may be referred to as an Applicant.
Person	Includes a body of persons whether or not incorporated.
Problem Report	A question of clarification, intent, or correctness of an Accreditation or certification document, or the web-based Certification System, which, if accepted by the Certification Authority, will be resolved into an Interpretation or a Certification System Deficiency.

Program Logo	The logo or other trademarks as designated from time to time by The Open Group for use within The Open Group Certified IT Specialist (Open CITS) Program in relation to Certified IT Specialists.
Specification Authority	The Open Group Certified IT Specialist (Open CITS) Program working group, or its successor, which is responsible for developing, maintaining, and interpreting the Certification Policy, Conformance Requirements, Accreditation Policy and Accreditation Requirements of The Open Group IT Specialist Certification Program.
Registration Form	A web form completed by the Organization to register a Candidate Certification Program for Accreditation. The form contains information on the Organization and the Candidate Certification Program to be accredited.

2. The Certification Authority's Obligations

2.1 Accreditation

- 2.1.1 The Certification Authority will, within 10 business days of receipt of the registration, audit all accreditation-related information provided by the Organization, including supporting evidence, and check that the submitted information is complete and well-formed. If an incomplete or poorly-formed submission is received, the Organization will be notified within 10 business days via electronic mail with a list of all the missing, incomplete or poorly formed items, and will be invited to re-submit the registration. Once the revised submission is received, the initial audit will resume, with an additional 10 business days turnaround time.
- 2.1.2 The Accreditation Fee covers only one resubmission at this stage of the process. A further fee may apply for additional resubmissions.
- 2.1.3 After a complete and well-formed submission is received, the Certification Authority's designated Assessor will contact the Organization to begin the telephone and on-site stages of the Assessment. The schedule for the telephone and on-site stages of the Assessment shall be agreed between the Organization and the Assessor.
- 2.1.4 The Certification Authority will contact the Organization with the result of the Assessment within 6 business days of receiving the Assessment report from the Assessor:
- 2.1.5 If the Assessment report indicates that the Accreditation Requirements have been met, the Certification Authority will notify the Organization via electronic mail of the successful Accreditation, and, if confidentiality has not been requested (as in Section 11 of the Accreditation Policy), enter the Accredited Certification Program into the Accreditation Register.
- 2.1.6 If the Assessment report indicates that there are any significant deficiencies with respect to the Conformance Requirements, the Certification Authority will notify the Organization of the deficiencies, which must then be corrected within 60 calendar days for Accreditation to be successful.

- 2.1.7 If the Assessment report indicates that there are only minor deficiencies with respect to the Conformance Requirements, the Certification Authority will notify the Organization of the deficiencies and will grant Accreditation subject to the minor deficiencies being corrected within 60 calendar days.
- 2.1.8 The Accreditation Fee covers only one set of corrective actions and resubmission at this stage of the process. A further fee will apply for additional work beyond this.

2.2 Renewal

The Certification Authority will send a renewal reminder notice by electronic mail to the Organization at or before 90 days prior to the renewal due date.

2.3 Anonymity of Appeals

In the event that the Organization desires to appeal a decision made by The Certification Authority by invoking the appeals process defined in the Accreditation Policy, and wishes the appeal to be anonymous, the Certification Authority will facilitate an anonymous review on behalf of the Organization.

The Organization is responsible for maintaining its anonymity in all material submitted to the Certification Authority in support of its appeal.

3. The Organization's Obligations

3.1 Registration and Payment

- 3.1.1 The Organization must complete a web-based registration form, thoroughly defining the Candidate Certification Program to be accredited. To complete the submission, the Organization must formally accept the terms of this Agreement, by having an authorized person sign below, and authorize payment of the applicable assessment and accreditation fees when due (see Clause 7 below for further details).

The Certification Authority will not complete the accreditation process until payment has been received.

3.2 Assessment

- 3.2.1 The Organization undertakes to designate a Certification Program Manager to coordinate with and support the Assessor undertaking the Assessment. The Organization agrees to provide the Assessor with access to the Certification Program Manager and other relevant employees for the purpose of assessing the Candidate Certification Program's compliance with the Accreditation Requirements during the telephone assessment stage and during the on-site assessment stage.
- 3.2.2 In addition to the accreditation-related information provided as part of the accreditation and assessment process, the Organization undertakes to answer all additional questions reasonably related to accreditation that the Certification Authority or the Assessor may raise, and to make available for

inspection all documentation reasonably related to the Candidate Certification Program's compliance with the Accreditation Requirements.

- 3.2.3 The Organization agrees to provide all required supporting evidence to the Certification Authority and the Assessor, along with references to all relevant Interpretations, or Certification System Deficiencies to explain any deviances from the requirements.
- 3.2.4 The Organization agrees to comply with the Certification Authority's and the Assessor's reasonable requests for clarification or rework regarding the completeness, correctness or consistency of the provided information and documentation.

3.3 Warranty of Conformance

- 3.3.1 By signing this Agreement below, the Organization hereby warrants and represents that the Candidate Certification Program identified in the Registration Form, as entered in the web-based certification system, meets the Accreditation Requirements at the time of Accreditation and will continue to meet the Accreditation Requirements throughout the duration of Accreditation, in accordance with the Accreditation Policy.
- 3.3.2 If the Organization fails to ensure continued compliance with the Accreditation Requirements, the Certification Authority may revoke the accreditation for the Accredited Certification Program, in accordance with the Accreditation Policy. For the avoidance of doubt, any demonstrable shortfall with respect to the Accreditation Requirements is grounds for withdrawal of Accreditation, whether or not that shortfall is apparent from the supporting evidence supplied and the Accreditation process itself.

3.4 Renewal

- 3.4.1 During the period of this Agreement, renewal of Accreditation is required periodically at intervals defined in the Accreditation Policy. Failure to renew within 30 days after the renewal date will result in removal of the Accredited Certification program from the Accreditation Register.
- 3.4.2 Renewal may incur a renewal fee according to the then current Accreditation fee schedule published by The Open Group.

4. Confidentiality

- 4.1 The Certification Authority shall, except where a provision of this Agreement provides otherwise, maintain in confidence all information the Organization discloses to the Certification Authority in relation to this Accreditation. No license, express or implied, under any trademark or copyright is granted by the Organization to the Certification Authority by virtue of such disclosure and the Certification Authority shall not use any such information except for the purposes of this Agreement. The Certification Authority's obligations under this sub-clause shall be limited to taking such steps as it ordinarily takes to preserve the most important of its own confidential information. 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 the Organization as evidenced by written records,
- d. Is required to be disclosed by order of any court of competent jurisdiction,

PROVIDED that no right or interest under any license, patent, or otherwise shall be acquired by the recipient of any information by virtue of the application of this clause.

- 4.2 The Certification Authority may disclose the Organization's confidential information to those of its employees and contractors who reasonably require to have access to such information. However, the Certification Authority may not disclose the Organization's confidential information to any employee of a member company in The Open Group, unless another exception to the obligations under this sub-clause applies. For the avoidance of doubt, the Certification Authority may disclose the Organization's confidential information to the Organization's employees, or employees of any party acting on the Organization's behalf.
- 4.3 To enable the Organization to keep the fact of Accreditation confidential for a period of up to six months from the date of written notice by the Certification Authority that the Candidate Certification Program has achieved Accreditation, the Organization's identity, the fact of Accreditation, and the name of the Accredited Certification Program (the Accreditation Information) will be kept subject to the disclosure and use restrictions set out in this clause. During this period, the Organization may not publicly claim that the Accredited Certification Program is or has been Accredited, or make any representation of the Accredited Certification Program's compliance with the Program's Accreditation Policy without first informing the Certification Authority that the confidential period has expired. Accreditation Information will cease to be held confidential upon the earlier of notice by the Organization that the confidential period has expired or at the end of the six-month period.

5. Liability and Indemnity

5.1 Liability

THE ORGANIZATION ACKNOWLEDGES THAT BECAUSE OF THE SPECIAL NATURE OF THE CERTIFICATION AUTHORITY IT IS REASONABLE FOR THE CERTIFICATION AUTHORITY TO EXCLUDE LIABILITY AS SET OUT BELOW AND FOR THE ORGANIZATION TO TAKE MEASURES, INCLUDING INSURANCE WHERE

APPROPRIATE, TO MITIGATE OR PREVENT ANY POTENTIAL LOSSES THAT MAY ARISE (PROVIDED THAT SUCH MEASURES ARE NOT IN BREACH OF THIS AGREEMENT).

THE CERTIFICATION AUTHORITY ON ITS OWN BEHALF AND ON BEHALF OF ITS OFFICERS, EMPLOYEES AND AGENTS 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 THE CERTIFICATION AUTHORITY BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, CONTRACTS, PRODUCTION OR USE).

5.2 Indemnity

The Organization shall indemnify and hold harmless the Certification Authority together with its officers, servants, agents, subcontractors, and shareholders of the Certification Authority and their servants when engaged in activities on behalf of the Certification Authority but only to the extent that they are acting in that capacity (together the "Indemnified") against any and all demands, claims, and liability for direct losses, damages, settlements and costs (including lawyers' fees) of any nature whatsoever asserted against or suffered by the Indemnified, but limited to demands and claims from a third Person, and liability incurred from such demands, and claims arising out of the Organization's operation of an Accredited Certification Program or the manufacture, use or supply of products or services, provided that

- a. any such demand and claim is based on the Program under this Agreement and not caused by any criminal action, gross negligence or tort by the Indemnified,
- b. the Indemnified notifies the Organization within ten days of any such demand and claim, and refrains from any action on account of such demand and claims which may prejudice the Organization, and
- c. the Organization is given full authority and sole control to defend and settle any such demands and claims.

The Certification Authority shall take all reasonable steps to limit such damage or loss.

No provision of this clause shall apply in any circumstances or in respect of any liability or class of liability to the extent that it may not apply in accordance with applicable law. In the event of such a provision being held to be inapplicable or invalid the Parties will make such amendments to this Agreement by the addition or deletion of wording, or otherwise, so as to remove the inapplicable or invalid part of the provision but otherwise retain the provision to the extent permissible under applicable law.

6. General

6.1 Entire Agreement

This Agreement including any documents referred to therein (as amended from time to time) 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.

6.2 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.

6.3 Notices

Any notice or other document to be given under this Agreement shall be in writing in the English language and, except in circumstances where this Agreement specifically provides for notices by electronic mail, 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, and the specified address for the Organization is the address provided for the primary contact on the Registration Form, as entered into the web-based certification system. Notices shall be deemed to have been received by the addressee within 72 hours of posting as above or within 24 hours if sent by hand or facsimile to the addressee's correct address.

6.4 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.

6.5 Term and Termination

This Agreement comes into effect upon the date of last signature of the parties hereto, and will expire only if explicitly terminated:

1. At any time upon six months' written notice by either Party to the other; or
2. 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 Accreditation Policy or

Accreditation Requirements, and such a breach has not been rectified to the satisfaction of the other Party.

Notwithstanding the termination of this Agreement for any reason, the obligations of non-disclosure in respect of any confidential information disclosed prior to such termination shall survive for a period of 5 years following such termination.

6.6 Governing Law

This Agreement shall be governed by the laws of England and the Parties hereby submit to the non-exclusive jurisdiction of the English courts.

7. Fees

- 7.1. The Fees are listed in Schedule 1 and are quoted net of all applicable taxes and duties which, where appropriate, will be payable by the Organization to the Certification Authority (or to the relevant tax authorities as applicable) in addition. The Organization will specify its chosen fee option (Option 1 or Option 2) by completing Schedule 1 attached hereto. This option can be changed at renewal of the Organization's accreditation by written notice to The Open Group.
- 7.2. The Certification Authority will charge the applicable Assessment fee upon receipt of a completed registration.
- 7.3. Certification Authority will charge the applicable Annual Accreditation fee upon successful achievement of Accreditation and annually thereafter.
- 7.4. Each IT Specialist notified to the Certification Authority for certification, whether or not by grandfathering, will be designated by the Certification Program Manager as being one of the following:
 - for individual payment by credit card,
 - for monthly invoicing to a specific billing center or business unit.
- 7.5. Each IT Specialist for whom individual payment has been requested by the CPM will be required by the Certification Authority to pay the applicable initial certification fee, annual program participation fees, and re-certification fees by credit card before the applicable certification transaction can be completed.
- 7.6. For IT Specialists allocated to specific billing centers or business units for monthly billing, the Certification Authority will charge each of the specified billing centers or business units each month with the appropriate total value of the certification program fees attributable to them that became payable within the previous month.
- 7.7. Fees are payable in U.S. dollars.
- 7.8. Payment against invoices may either be by check or wire transfer received by the Certification Authority within thirty (30) calendar days of the date of the invoice.
- 7.9. Fees are non-refundable.

8. Execution

By signing below, the Organization agrees to be bound by this Accreditation Agreement and the Accreditation Policy.

AGREED by the parties through their authorized signatories:

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

The Open Group

The Organization

Signed

Signed

Name

Name

Title

Title

Date

Date

Schedule 1 – Accreditation Fee Options

The fees described below are quoted net of all applicable taxes and duties which, where appropriate, will be payable by the Organization to the Certification Authority (or to the relevant tax authorities as applicable).

Program element	Accreditation Option 1	Accreditation Option 2
Initial one-time assessment fee	US \$30,000	US \$30,000
Annual Accreditation fee (first program)	US \$100,000	US \$50,000
Annual Accreditation fee (second program) - if Organization is and remains an Option 1 Open CA ACP	US \$75,000	US \$40,000
Annual Accreditation fee (second program) - if Organization is and remains an Option 2 Open CA ACP	US \$90,000	US \$40,000
Initial certification/grandfathering - per Certified IT Specialist	US \$100	US \$250
Annual program participation fee - per Certified IT Specialist, after year 1	US \$100 per person per year	US \$250 per person per year

Chosen Option (Check one)	Option 1	Option 2