



FIRST NAME

LAST NAME

STATEMENT OF CONFIDENTIALITY, ASSIGNMENT AND CONFLICTS OF INTEREST

This statement applies to and shall be executed by all National Wireless Safety Alliance (hereinafter “NWSA”) employees; officers; directors; volunteers serving on its committees and/or task forces; independent examiners; proctors; other persons materially assisting in NWSA test development and/or administration; and any contractor performing services for NWSA in connection with the development and/or administration of certification exams. All such persons are charged with upholding the policies and procedures of NWSA.

As a consequence of NWSA’s due regard for the sensitive confidentiality and the personal privacy of each test participant and examiner; the restricted business propriety and substantial investments of NWSA; the prevention of test compromise, loss, or unauthorized exposure of questions, processes, and procedures; and, the validation, integrity, and certification of the testing and credentialing systems; NWSA requires that certain rules of conduct be agreed to by the persons and entities listed above, and, for good and valuable consideration, that they be made mandatory to preserve and protect the personal, privacy, confidentiality, business, property, and other implicated rights, as well as the public trust.

As a condition, and in consideration of being provided the opportunity to serve or work with NWSA, and in recognition of the importance of the integrity of NWSA’s certification program, your signature(s) below certify that you have carefully reviewed the following statements and hereby agree to be bound by them. Thank you for your cooperation and your continuing work for and support of NWSA.

CONFIDENTIALITY

1. I will not disclose, or cause to be disclosed, directly or indirectly, to anyone outside of NWSA, its officers, directors, employees, committees, or task forces, any confidential information related to any certification program, including, but not limited to, the contents of past or present applications for certification, examination content and related test materials, test procedures, test question banks, grading systems, scoring results, NWSA decisions and actions related to such applications (including disciplinary actions), and other related information (hereinafter collectively referred to as “Confidential Information”), except where authorized by NWSA in the normal and usual conduct and administration of the examinations, practical tests, and reporting procedures. I will not disclose Confidential Information, either verbally or in writing.
2. I understand that, unless otherwise directed by NWSA, the obligation to maintain the confidentiality of Confidential Information shall apply at all times and under all circumstances, including the period after the conclusion of my term, contact, service, employment, engagement and/or contract with NWSA.
3. I will keep any and all Confidential Information in my possession in a safe and secure place, such as a locked hardcopy file drawer or a password-protected electronic file, and will take all reasonable steps to protect against inadvertent disclosure or theft of the information.
4. I will inform NWSA promptly in the event that the confidentiality of Confidential Information is compromised due to events such as the loss or theft of materials or unauthorized access.
5. Upon expiration of my term, contact, service, employment, engagement and/or contract with NWSA, I will promptly destroy or return to NWSA, by courier or registered mail, any and all Confidential Information I have received or acquired during the course of my term, contact service, employment, engagement and/or contract with NWSA. I will not retain any records, including electronic files, containing Confidential Information.

ASSIGNMENT

6. The copyright to any and all materials I prepare for NWSA shall be considered works-for-hire under the federal Copyright Act and shall be owned by NWSA. To the extent any materials I prepare are not to be considered works-for-hire, I hereby assign to NWSA all right, title, and interest in any information or material authored, developed, conceived, modified, or otherwise created by me relating to any NWSA certification program, examinations, applications, or policy documents, including but not limited to test items and any other copyrighted information.

CONFLICTS OF INTEREST

- 7. I will not engage in any actions that may constitute an actual, apparent, or potential conflict of interest with the mission and activities of NWSA, and will disclose promptly to NWSA any such conflicts of interest and any business, financial, or organizational interest and affiliations which are or could be construed to be an actual, apparent, or potential conflict of interest. I will recuse myself from deliberations and/or votes on any matter with respect to which I have or may have an actual, apparent, or potential conflict of interest.
- 8. All public or private disclosures, statements, press releases, interviews, or testimony concerning any actual, apparent, or potential conflict of interest are deemed to relate to confidential matters and shall be solely and only by prior written authorization from NWSA.

GENERAL PROVISIONS

- 9. I agree to adhere to the policies and procedures established by NWSA with respect its intellectual property and Confidential Information, including any policies set forth in the most current edition(s) of applicable NWSA manuals and handbooks. I will promptly inform NWSA of any violation of NWSA policies of which I may become aware at any time.
- 10. I agree to use any Confidential Information and other sensitive material provided to me for the exclusive purpose of implementing and/or administering the NWSA program. Except where authorized by NWSA, I will safeguard and protect all testing materials from any disclosure.
- 11. I will not in a false, misleading, or deceptive manner reference my participation with respect to, or any other information concerning, any NWSA certification program or specific evaluations. Furthermore, I will not use my current or past position or title to give the false appearance that a statement, opinion or activity of mine has been sanctioned, approved or endorsed by NWSA. To avoid any such appearance, I will use an appropriate disclaimer when speaking, writing or teaching on any issue relating to NWSA's certification programs or activities unless I have obtained written authorization from NWSA's Executive Director to represent or speak on behalf of NWSA. I agree to distinguish clearly between my personal conduct and any activity expressly authorized by and/or taken directly on behalf of NWSA.
- 12. I agree that NWSA shall be entitled to take any and all action necessary to protect the privacy and confidentiality of all participants of NWSA's testing system.
- 13. I understand that any material breach of the confidentiality provisions of this agreement is likely to cause irreparable harm to applicants personally, or unduly damage and compromise NWSA's testing system. I further understand that any violation of this agreement will constitute a breach that may cause NWSA substantial harm, and that remedies including injunctive relief will be available to NWSA. I agree that any breach of this agreement shall be sufficient and adequate grounds for immediate termination, criminal prosecution, civil suit, injunction, and/or expulsion from NWSA or its programs, as appropriate.
- 14. A breach of the confidentiality provisions of this agreement shall be defined to include any public or private acts taken or done by anyone without prior authorization by NWSA, in contravention of the provisions of this agreement, outside the normal and usual course of NWSA's operations.
- 15. I agree that any questions or other matter arising under this agreement, whether of validity, interpretation, performance or otherwise, will be governed by and construed in accordance with the laws of the state of South Dakota, without regard to choice of law rules. All actions and proceedings arising out of or relating directly or indirectly to this agreement will be filed and litigated exclusively in any state court or federal court located in South Dakota. I expressly consent to the jurisdiction of these courts.

AGREED TO:

NAME (PRINT)	SIGNED
DATE	

NWSA USE ONLY:

NAME	DATE REVIEWED
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