



Policy Compliance Agreement

In consideration for receiving certain confidential information in connection with providing services to or on behalf of the Building Commissioning Certification Board, I, herein referred to as "Personnel", hereby agree to all the policies below.

Impartiality

The Building Commissioning Certification Board (BCCB) provides an impartial, objective and balanced certification awarding service. We adhere to transparent procedures based on ISO 17024, which contain built-in checks to manage the services we provide equally to all applicants.

We recognize the following as threats to our impartiality:

- **Self-interest threats:** threats that arise from an individual or organization acting in their own interest. For example, one potential threat to certification impartiality is financial self-interest.
- **Self-review threats:** threats that arise from a person or body reviewing work done by themselves. Auditing the management systems of a client to whom the certification body provided management systems consultancy would be a self-review threat.
- **Familiarity (or trust) threats:** threats that arise from a person or body being too familiar with or trusting of another person instead of seeking audit evidence.
- **Intimidation threats:** threats that arise from a person or body having a perception of being coerced openly or secretly, such as a threat to be replaced or reported to a supervisor.
- **Financial impropriety threats:** in addition to the threat of financial impropriety identified in the first bullet (above), BCCB also recognizes that some of the BCCB's revenue could be from sponsors supporting it as a 503 (c) 6 organization. Therefore, this is also a potential threat to impartiality at an organizational level.

As a minimum, BCCB conducts a yearly impartiality risk analysis. Every BCCB volunteer or management contractor has the responsibility to comply with the process and guidelines for impartiality. This obligation extends to BCCB's contract partners. In any instance where a management contractor, outsourced partner or certified person feels there is a threat to impartiality, they are welcome to raise the concern directly to BCCB's Certification Director or the current BCCB Board President.

Conflict of Interest

Personnel shall avoid personal and professional conflicts of interest in all matters pertaining to the Certification program. Conflicting interests may include but are not limited to such areas as financial, personal relationships, and/or professional relationships.

If a situation arises where it is unclear as to whether a conflict of interest exists, Personnel shall discuss the issue with the President of the Building Commissioning Certification Board (or the Vice President if the Personnel is the President).

Depending on the type of Personnel work required from the individual, a Personnel may be asked to sign the Building Commissioning Certification Board Conflict of Interest Policy prior to commencing service with the Building Commissioning Certification Board and annually thereafter.

Statement of Non-Discrimination

Personnel shall not discriminate against applicants, candidates, certified persons, employees or Personnel on the basis of race, color, national origin, age, disability, sex, gender identity, religion, or where applicable, political beliefs, marital status, or sexual orientation. This shall be adhered to in all facets of BCCB operations.

Confidential and Proprietary Information

For purposes of this Agreement, "Confidential Information" means all information and materials, in whatever form, whether tangible or intangible, disclosed by the Building Commissioning Certification Board or any of its authorized representatives to Personnel, or to which Personnel otherwise gains access as a result of service to the Building Commissioning Certification Board, pertaining in any manner to the activities of the Building Commissioning Certification Board or its affiliates, consultants, members, or any person or entity to which the Building Commissioning Certification Board owes a duty of confidentiality, whether or not labeled or identified as proprietary or confidential. All proprietary information of the Building Commissioning Certification Board that is not known generally to the public is Confidential Information. Without limiting the generality of the foregoing, the following are deemed Confidential Information:

- Ideas for research and development;
- Information submitted in the investigation of complaints or involving ethics cases;
- Computer records and software (including software that is proprietary to third parties);
- Any other information which the Building Commissioning Certification Board must keep confidential as a result of obligations to third parties;
- Information regarding the administration of components of the certification programs;
- Exam-related technologies and components;
- Item content, characteristics, development or other aspects of the examinations and their development, maintenance and administration;
- Identities of Certified Persons, candidates, customers, suppliers, or third party contractors, including without limitation any media, advertising, or public relations firms;
- The Building Commissioning Certification Board's e-mail distribution list(s);
- Human resources data and information about employees, contractors and other Personnel;
- Cost and other financial data;
- Polling and focus group information;
- Any other information to which Personnel has access while involved in the Building Commissioning Certification Board activities.
- Any goods or services Personnel provides to The Building Commissioning Certification Board under this agreement.

Affidavit of Non-Disclosure

Personnel agrees not to, without prior written consent from the Building Commissioning Certification Board, divulge any Confidential Information to third parties or copy documents containing any Confidential Information. In no event shall Personnel use Confidential Information in a manner that is in any way detrimental to the Building Commissioning Certification Board.

Personnel agrees to maintain the confidentiality of all Confidential Information and not misuse, misappropriate, or disclose in writing, orally or by electronic means, any Confidential Information, directly or indirectly, to any other person or use information in any way, either during the term of this Agreement or at any other time thereafter, except as is required in the course of service to the Building Commissioning Certification Board.

Personnel acknowledges and agrees that all Confidential Information and similar items whether maintained in hard copy, electronically or on-line relating to the Building Commissioning Certification Board's business shall remain exclusively the property of the Building Commissioning Certification Board and shall only be used by Personnel for the purpose(s) permitted by the Building Commissioning Certification Board.

Personnel further agrees that upon termination of service with the Building Commissioning Certification Board, Personnel shall return within ten (10) business days all documents, files, electronic or otherwise, and property comprising Confidential Information of the Building Commissioning Certification Board and all copies, electronic or otherwise, thereof relating in any way to the Building Commissioning Certification Board's business, or in any way obtained during the course of service. Personnel further agrees that no copies, electronic or otherwise, notes or abstracts of the foregoing shall be retained and that all information will be returned not destroyed.

I hereby swear and affirm that I shall not disclose or provide to anyone, directly or indirectly any information or documents to which I have been made privy to during my service in support of the Building Commissioning Certification Board.

I further certify and affirm that I do not directly work for, attend, nor am I affiliated with an examination preparation school; nor have I had such associations for the last three years. This is not meant to include continuing education activities. Furthermore, I agree to refrain from teaching examination and/or training preparation courses for 24 months after completion of my service to the BCCB program, nor will I tutor or mentor any BCCB certification program candidates during this 24 month period.

It is understood that all documents or examination related materials, or confidential information received from the BCCB are and shall remain the exclusive property of the BCCB and that all documents or information shall be returned promptly to the BCCB upon completion of service to the BCCB.

Disclosure

Please list 1) all related business and building industry trade or professional associations to which you belong or have belonged over the past 2 years and 2) the activities in which you are involved and 3) the period of activity (current or past, start and end): _____

Remedies

Violation of this Agreement will be grounds for termination of service with the Building Commissioning Certification Board. A Committee Chair plus any two members of the Executive Committee may elect to remove Personnel at any time.

The provisions of this Agreement and Personnel's obligations hereunder shall survive any expiration, termination, or rescission of this Agreement and remain even after Personnel's relationship with the Building Commissioning Certification Board ends. Except as provided herein, Personnel is prohibited from disclosing or using any Confidential Information in all circumstances, including but not limited to subsequent engagements or employment with third parties.

This Agreement shall be binding upon Personnel and Personnel's representatives and successors in interest, and shall inure to the benefit of the Building Commissioning Certification Board, its successors and assigns.

Personnel acknowledges that a violation of the terms of this Agreement may cause damage and harm to the Building Commissioning Certification Board and that any such damage or harm will be difficult if not impossible to calculate in monetary terms and will be irreparable to the Building Commissioning Certification Board. Personnel agrees that, upon notice from the Building Commissioning Certification Board declaring a breach of this Agreement, Personnel shall immediately cease all further activities which are, or are claimed by the Building Commissioning Certification Board to be, a breach of this Agreement. The Building Commissioning Certification Board may also avail itself of any other remedies available by law.

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

By:

Personnel Signature

By:

Personnel Name (Printed)

Address:

Date: