**NATIONAL IDENTITY EXCHANGE FEDERATION CENTER**

**TRUSTMARK RECIPIENT AGREEMENT**

This agreement (“Agreement”) is made by and between

**GEORGIA TECH APPLIED RESEARCH CORPORATION**, a Georgia nonprofit corporation having a business at 505 Tenth Street, Atlanta, Georgia 30332-0420

(hereinafter referred to as “GTARC”)

and

[**AGENCY NAME**], having its offices at [**AGENCY ADDRESS**] (hereinafter referred to as “Agency”).

GTARC is a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (Code) and is a supporting organization of the Georgia Institute of Technology (“GIT”) under Section 509(a)(3) of the Code. Employees, independent contractors, subcontractors, consultants, and student assistants of GIT will facilitate and perform the activities of the NIEF Center in furtherance of the tax-exempt charitable purposes of GTARC, which functions as an extension of GIT.

**PREAMBLE**

A **Trustmark** is a machine-readable, cryptographically signed artifact, issued by a **Trustmark Provider** to a **Trustmark Recipient**, and relied upon by one or more **Trustmark Relying Parties**. A Trustmark represents an official attestation by the Trustmark Provider of conformance by the Trustmark Recipient to a well-defined set of requirements pertaining to trust and/or interoperability for the purpose of interaction with and use of digital information resources and services. A Trustmark Relying Party may rely upon a Trustmark as the basis for third-party trust in the Trustmark Recipient with respect to the set of requirements represented by the Trustmark. A **Trustmark Definition** expresses the specific set of requirements represented by a Trustmark. For more information about Trustmarks, including further explication of the basic Trustmark concept, the Trustmark legal framework, and the roles and responsibilities of each party within the framework, please see the NIEF Trustmark Policy, version 1.0, which is included by reference as part of this Agreement and available at the following location.

<https://nief.gfipm.net/policies/nief-trustmark-policy-1.0.pdf>

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**SUBJECT**

The purpose of this Agreement is to facilitate and provide a legal underpinning for the issuance of a Trustmark or a set of Trustmarks to Agency by the National Identity Exchange Federation Center (hereinafter referred to as “NIEF Center”) at the Georgia Institute of Technology (GIT).

**IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:**

1. **Independence of Organizational Entities**

GTARC, on behalf of the NIEF Center at GIT, and Agency shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the parties. GTARC and Agency shall each be solely responsible for the conduct of their respective employees, agents and contractors in connection with the performance of their obligations hereunder.

1. **Modification or Amendment of Agreement**

Any modification of this Agreement proposed by GTARC on behalf of the NIEF Center at GIT or by Agency shall not be considered final unless both parties have agreed to it in writing.

1. **Entirety of Agreement**

This Agreement, along with all documents referenced herein, constitutes the entire Agreement between the parties and supersedes any and all prior oral and written agreements, commitments, understandings, or communications with respect to the subject matter of this Agreement.

1. **Assignment of Agreement**

Neither GTARC, on behalf of the NIEF Center at GIT, nor Agency shall have any right to assign this Agreement without the prior written consent of the other party. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, it is expressly understood by Agency that this Agreement may be assigned to the Georgia Institute of Technology, any of its affiliated organizations, or the Board of Regents of the University System of Georgia by GTARC without Agency consent.

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1. **Waiver**

A waiver of any provision of this Agreement shall not be considered a permanent waiver of such provision unless agreed to in writing by both parties.

1. **Severability of Agreement**

If any provision of this Agreement is vague or contradicts another provision in this Agreement, the remaining provisions of this Agreement nevertheless shall continue in full force and effect without being impaired or invalidated in any way.

1. **Termination of Agreement**

Either party may terminate this Agreement for any reason upon 60 days’ written notice to the other party. GTARC may terminate this Agreement upon 60 days’ prior written notice in the event that (a) GTARC determines that continued performance under this Agreement jeopardizes its tax-exempt status or the issuance of tax-exempt bonds under the Internal Revenue Code and associated Regulations, or (b) a material breach by Agency of any term or provision hereof, provided such breach remains uncured at the end of said 60-day period. Such notice of a breach shall include a reasonable description of the facts surrounding the alleged breach and a proposed course of action to cure said breach. **Termination of this Agreement will result in immediate revocation of all Trustmarks that were issued pursuant to it.**

1. **Other Documents Included in Agreement by Reference**

This Agreement shall include by reference the *NIEF Trustmark Policy*, version 1.0, which governs the operation of the NIEF Center in its role as a Trustmark provider. The NIEF Trustmark Policy, version 1.0, is available at the following location.

<https://nief.gfipm.net/policies/nief-trustmark-policy-1.0.pdf>

1. **Indemnification and Limitations of Liability**

Agency agrees to and does hereby indemnify, hold harmless, and save from liability GTARC, Staff Members, the NIEF Center, the Georgia Institute of Technology, and the Board of Regents of the University System of Georgia, including their officers and employees, from and against any and all claims, demands, and actions arising out of or relating to Agency’s use of any and all Trustmarks issued in accordance with this Agreement.

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1. **Warranty Disclaimer**

GTARC, THE NIEF CENTER, AND THE GEORGIA INSTITUTE OF TECHNOLOGY DISCLAIM ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH RESPECT TO THE SERVICES TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, AND THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, THE USE OF ANY OF THE INVENTIONS OR IP WILL NOT INFRINGE ANY RIGHTS OF THIRD PARTIES.

1. **Legal Jurisdiction**

The laws of the State of Georgia shall govern this Agreement, without reference to any conflicts of laws or provisions that would apply under the laws of another state.

1. **Points of Contact and Notices**

All notices, certificates, acknowledgments or other written communications required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if presented in person, by e-mail, or by mail or private courier, to Agency or its representatives at such address as appears on the records of the NIEF Center and GTARC.

Notice to the NIEF Center shall be delivered in writing as follows:

Georgia Tech Applied Research Corporation

c/o John Wandelt, National Identity Exchange Federation Center Director

Georgia Tech Research Institute

Information and Communications Laboratory

75 5th Street, NW

Suite 900

Atlanta, GA 30308

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1. **Signatures**

GTARC, on behalf of the NIEF Center at GIT, and Agency have caused this Agreement to be executed by duly authorized representatives on the date indicated below with the Effective Date as indicated.

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| **[AGENCY NAME]**  By:  [Signatory Name]  [Signatory Title]  [Agency Name]  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **GEORGIA TECH APPLIED**  **RESEARCH CORPORATION**  By:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |