

NIEF Trustmark Relying Party Agreement

NATIONAL IDENTITY EXCHANGE FEDERATION CENTER TRUSTMARK RELYING PARTY AGREEMENT

This legal agreement (“Agreement”) is 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

Any Trustmark Relying Party
(hereinafter referred to as “TRP”),

which is

any organization or individual that uses or relies upon a Trustmark or a set of Trustmarks issued by the National Identity Exchange Federation Center (hereinafter referred to as “NIEF Center”) at the Georgia Institute of Technology (GIT).

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.

YOU MUST READ THIS TRUSTMARK RELYING PARTY AGREEMENT BEFORE USING OR RELYING UPON ANY TRUSTMARK ISSUED BY THE NIEF CENTER. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT DOWNLOAD, ACCESS, OR RELY UPON ANY TRUSTMARKS ISSUED BY THE NIEF CENTER.

PREAMBLE

A **Trustmark** is a machine-readable, cryptographically signed artifact, issued by a **Trustmark Provider** to a **Trustmark Recipient**, for the benefit of 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,

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including further explication of the basic Trustmark concept, the NIEF Trustmark Legal Framework, and the roles and responsibilities of each party within the framework, please see the NIEF Trustmark Policy, version 1.2, which is included by reference as part of this Agreement and available at the following location.

<https://trustmark.nief.org/tat/public/documents/pdf/nief-trustmark-policy-1.2.pdf>

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. Term of Agreement

This Agreement becomes effective immediately when TRP downloads, accesses, or relies upon any Trustmark or Trustmarks issued by the NIEF Center, or submits a query for the status of any such Trustmark or Trustmarks, and it shall remain in force for as long as TRP uses or relies upon any Trustmark or Trustmarks issued by the NIEF Center.

2. Independence of Organizational Entities

GTARC, on behalf of the NIEF Center at GIT, and TRP 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 TRP shall each be solely responsible for the conduct of their respective employees, agents and contractors in connection with the performance of their obligations hereunder.

3. Informed Decision

TRP acknowledges and agrees that: (a) TRP has sufficient information to make an informed decision as to the extent to which it chooses to rely on the information in any Trustmark issued by the NIEF Center; (b) TRP's use of or reliance on any Trustmark issued by the NIEF Center is governed by this Agreement; and (c) TRP shall bear the legal consequences of failure to comply with the obligations contained herein. **TRP IS SOLELY RESPONSIBLE FOR DECIDING WHETHER TO RELY ON THE INFORMATION IN ANY TRUSTMARK ISSUED BY THE NIEF CENTER.**

4. TRP Obligations

TRP is obligated to ensure the reasonableness of its reliance on any Trustmark issued by the NIEF Center by: (a) assessing whether the use of a Trustmark for any given purpose is appropriate under the circumstances; (b) utilizing the appropriate software and/or hardware to perform digital signature verification or other cryptographic operations, as a condition of relying on a Trustmark in connection with each such operation; (c) verifying that the Trustmark Recipient Identifier, organizational contact information, and other identifying information contained within a Trustmark properly matches or corresponds to

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the entity in which TRP is choosing to place its trust as a result of reliance upon the Trustmark; and (d) checking the status of a Trustmark upon which TRP wishes to rely, as well as the validity of the certificate used by the NIEF Center to sign the Trustmark, as appropriate.

5. 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.

6. Non-Assignment of Agreement

Except as stated otherwise, TRP's rights under this Agreement are not assignable or transferable. In addition, if any other entity uses or relies upon a Trustmark or set of Trustmarks issued pursuant to this agreement by the NIEF Center due to a recommendation or requirement arising out of a business relationship between that entity and TRP, that entity shall have entered into a separate Agreement with GTARC in accordance with the provisions in Section 1 ("Term of Agreement") of this document.

7. 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.

8. Termination of Agreement

TRP may terminate this Agreement at any time. To terminate this Agreement, TRP must immediately cease using and cease relying upon all Trustmarks issued pursuant to this Agreement by the NIEF Center; however, the following exclusion shall apply to this clause. **Upon termination of this Agreement, any past event in which TRP has relied upon a Trustmark or set of Trustmarks issued by the NIEF Center pursuant to this Agreement, while the Agreement was in force, shall survive the termination of the Agreement and continue to be subject to the Agreement in perpetuity or until the Agreement is no longer applicable under law.**

9. Other Documents Included in Agreement by Reference

This Agreement shall include by reference the *NIEF Trustmark Policy*, version 1.2, which governs the operation of the NIEF Center in its role as a Trustmark provider. The NIEF Trustmark Policy, version 1.2, is available at the following location.

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<https://trustmark.nief.org/tat/public/documents/pdf/nief-trustmark-policy-1.2.pdf>

10. Indemnification and Limitations of Liability

TRP 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 TRP's use of any and all Trustmarks issued by the NIEF Center.

11. 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, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, OR NON-INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

12. 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.

13. NIEF Center Point of Contact and Notices

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