



NSF Joint Committee on Environmental Leadership Standard for Servers

Membership Application and Agreement

Please complete this application and return to:

Jennifer Costley, Chair
Matthew Realff, Chair
c/o Andrea Burr, Secretariat & Standards Development Lead, NSF
T +1 734 913 5794
E aburr@nsf.org

1. Contact Information

First Name	Middle Initial	Last Name
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Company / Organization	Division / Department
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Job Title

Address

City	State / Province
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Zip / Postal Code	Country
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Phone	Email Address
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2. Joint Committee Responsibilities

Your responsibilities and agreement as a Joint Committee or Task Group member shall include:

- active participation in and payment of travel expenses to attend Joint Committee and Task Group events
- reviewing and voting on new standards or proposed revisions to existing standards
- ensuring public health, safety, and environmental issues are properly addressed in the standard
- identifying research on issues affecting standards
- identifying new areas for standards development
- providing technical guidance to NSF International on related issues
- attending Joint Committee meetings once or twice annually, depending on need (1 to 2 days each)
- maintaining confidentiality of standards development materials and using such materials only for purposes of Joint Committee work and not for competitive or other purposes
- assigning all contributions to the standards and any standards development materials / documents (including drafts) to NSF International
- complying with all NSF International rules and policies as well as the NSF International Antitrust Guide
- volunteering to participate on Task Groups as needed.

Joint Committee members are requested to serve a minimum three-year term.

A member may be terminated if:

- their three-year term has been completed
- they have been inactive:
 - returning less than 75% of ballots; and/or
 - missing two consecutive meetings.
- they show a lack of participation as an issue proponent or TG Chair or TG member.

3. Interest Category

(Please mark the option that best describes your representation on the JC)

If you fall under more than one interest category, please select the interest category that you wish to represent on the committee.

Public Health / Regulatory: A member who is from a public agency.

- Academic or educational institution
- Government or military
- Model code organization
- Not-for-profit organization
- Professional public / environmental health / safety organization
- Public agency having regulatory authority for products
- Research institution

Other Industry: A member who is from other businesses commercially engaged with the product.



- Suppliers and their trade associations (or representative)
- Recyclers and their trade associations (or representative)
- Retailers and their trade associations (or representative)

User: A member who purchases, uses, or specifies materials, products, systems, or services covered by the scope of the standard(s) under the purview of this committee. A member who represents an organization that provides for-profit services covered by the scope of the standard(s) under the purview of this committee.

- Certification organization or test laboratory
- Purchaser
- Retailer
- Standard developer
- User / consumer trade association (or representative)

4. Standards Experience

Years of experience in this field? _____

Other standards activities:

Please attach a brief biographical outline providing your education and work-related experience associated with the scope of the Joint Committee.

5. Copyright and Intellectual Property

Standards and related development materials / documents shall be owned exclusively by NSF International and will be copyrighted by NSF International as set forth in the U.S. Copyright Act. When an individual joins, volunteers for, or accepts appointment to a NSF International committee, the individual, as a condition of membership and participation, expressly acknowledges and agrees that copyrights and all rights in and to the standards and related development materials / documents (including drafts) shall be owned by NSF International, that NSF International will register the copyright in its own name, and you and your organization agree to assign all contributions of any kind to NSF International.

6. Joint Committee Membership

Membership on a Joint Committee is offered in accordance with NSF International's ANSI Approved Policies, including the requirement that the Committee represent a balance of interests.

If you are qualified for voting membership, but membership in your sector is currently unavailable for whatever reason, are you interested in being placed on a waiting list?

Yes, I would like my name placed on a waiting list

No, I prefer that my name not be included on a waiting list

7. Agreement for Joint Committee Membership



In consideration of my appointment as a member of an NSF International Joint Committee, I agree individually and on behalf of the organization I represent as follows:

- a. I acknowledge and agree to all of the foregoing, including but not limited to the responsibilities and terms outlined in Sections 2 and 5 of this application.
- b. In connection with my activities herein, I and the organization I represent shall: *(a)* follow and comply with all NSF International rules and policies; *(b)* follow and comply with the NSF International Code of Ethics, and agree not to encourage anyone else to violate the Code of Ethics; *(c)* be mindful of and take measures to comply with all U.S. and foreign antitrust and competition laws, including as necessary hiring and consulting with legal counsel to guide my actions; and *(d)* comply with the NSF International Antitrust Guide.
- c. I intend to make and will make contributions with other members of such Joint Committee and all such contributions will be merged into inseparable or interdependent parts of a unitary work or works. To facilitate the creation of such work or works, I acknowledge and agree that my contributions (and those of my organization or company) and any resulting work or works constitute and are to be considered works made for hire. To any extent that my contributions (and those of my organization or company) or the resulting work or works are not considered a work made for hire, I hereby assign to (and shall cause any others in my organization to assign to) NSF International all right, title and interest to all said contributions and all resulting works (including drafts). I understand and agree that I acquire no rights in the resulting work or works, whether published or unpublished. I attest that I have the authority and am empowered to grant the foregoing rights to NSF International. I agree to execute any documents necessary to effectuate the full and complete intent of this Section 7.c.
- d. I will not at any time during or subsequent to this agreement disclose or use in any way any confidential business information or knowledge or data I receive or develop while serving as an NSF Joint Committee member ("Confidential Business Information"), and I will not discuss any plans related to such Confidential Business Information, pricing or other information that may call into question any violation of the antitrust laws. Confidential Business Information may include, but is not limited to, draft standards and related standards development materials / documents, business plans, prospect lists, and trade secrets of NSF International or its clients. It is understood that Confidential Business Information may be disclosed to an accreditation body that is also under a nondisclosure agreement with NSF International. Such disclosure shall not occur without first informing the President of NSF International.
- e. I understand and agree that all Confidential Business Information, including all materials received or contributed to the Joint Committee, are to be used only for purposes of Joint Committee work and not for competitive or other purposes (either individually or by my organization). I agree to maintain Confidential Business Information in strict confidence, and not to disclosure to others (including others within my organization).
- f. NSF International agrees to inform Joint Committee members when a document is Confidential Business Information, either in a separate writing or by a legend on the face of such materials / documents. I agree that once the immediate activity related to the document is completed, the document will be returned to NSF International and will not be disclosed to others during the time the document is in my possession. If I will be unable to maintain the document in a confidential manner, I agree to immediately return the document to the NSF International Joint Committee Secretariat.
- g. I (and my organization) do not now hold or have, and I do not intend to hold or to have, any patent, the use of which would be required for compliance with any material that I

contribute to or author – either individually or with others – as a member of any NSF International Joint Committee or Task Group, or that I submit for use of the Joint Committee or Task Group in any NSF International standard, protocol, or guideline or any other NSF International document.



- h. I agree to take appropriate steps to ensure that any public statement, either oral or written, which are not official statement of NSF International, are properly qualified as the position or opinion of me or my organization and not NSF International or the Joint Committee or Task Group. I also agree to not make any statements that mislead or have the tendency to mislead.
- i. If I am removed as a Joint Committee member or my authorization to access Confidential Business Information is removed, I am still under obligation not to reveal Confidential Business Information previously received and to not in any way use (either personally or by your organization) such Confidential Business Information.
- j. The restrictions regarding Confidential Business Information in Sections 7.d through 7.g above shall apply for a period of five (5) years following receipt, except that as to trade secrets the restrictions shall apply until such time it is no longer a trade secret.
- k. I affirm that in my duties as a Joint Committee member, I shall represent only the interest category and role under which my membership was granted. If during the course of the performance of duties, I am unable to comply with this requirement, I shall abstain from active discussion and voting relative to the issue in question.
- l. This Agreement shall be governed by, and interpreted under Michigan law, without reference to its conflicts of law provisions. Any legal action relating to this Agreement and/or my participation as a Joint Committee or Task Group member shall be brought in the United States District Court for the Eastern District of Michigan if it has subject matter jurisdiction, and otherwise in the appropriate District Court or Circuit Court in the State of Michigan as provided in the venue statutes of the State of Michigan. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision and agree not to invoke the jurisdiction of any other court.

I understand this application is a voluntary request to NSF International to review my qualifications for approval as a Joint Committee member.

I certify that all the information contained in this application is correct to the best of my knowledge and I understand that any false statement or misrepresentation on this application may result in the denial or revocation of any NSF International approval (in addition to any other remedy available to NSF International).

Intending to be legally bound, I agree individually and on behalf of the organization I represent to all of the foregoing.

Applicant's Signature

Date