High-Volume Registry Access Agreement

This registry access agreement (Agreement) is made and entered into on _____, by and between the Behavior Analyst Certification Board with a corporate address at 7950 Shaffer Parkway, Littleton, CO 80127, hereinafter referred to as ("BACB"), and _____, with a corporate address at _____, hereinafter referred to as "the Requesting Party."

Whereas, BACB provides a national, central registry for BACB certificants and acts as a national database as such. The BACB is a nonprofit 501(c)(3) corporation established in 1998 to meet professional credentialing needs identified by behavior analysts, governments, and consumers of behavior analysis services. The BACB's mission is to protect consumers of behavior-analytic services by systematically establishing, promoting, and disseminating professional standards of practice.

Whereas, the Requesting Party has requested that BACB provide electronic access, via a unique URL, to BACB's Certificant Registry (Registry), solely to enable the automation of data extraction of the Registry (Permitted Use).

Whereas, BACB has agreed to provide access to the Registry to the Requesting Party on, and subject to, the terms of this Agreement.

Now, therefore, in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed between the above parties the following:

Definitions

"Authorized Users" means the Requesting Party's employees, consultants, contractors, customers, and agents who are authorized by BACB to access the Registry (as hereafter defined) under the rights granted to the Requesting Party pursuant to this Agreement.

1. BACB will incorporate, where and when feasible, certain data attributes in the Registry pertinent to the Requesting Party's needs, regarding analysis and validation of BACB certifications, to enable the Requesting Party to perform its Permitted Use, provided always that BACB expressly reserves the right to change the page content and layout without any prior notice to the Requesting Party or its Authorized Users.
2. BACB will provide for a non-transferable, non-exclusive right to access the Registry, solely by Authorized Users, solely for the purposes of the Permitted Use, for the duration of the term of this Agreement.
3. With the exception of providing access to the Registry, BACB shall have no further obligations to the Requesting Party and expressly excludes the provision of any other software or custom software support. BACB shall not be liable if for any reason all or any part of the Registry is unavailable, at any time, for any period. Access shall be provided on an "as-is" basis.
4. The Requesting Party shall not use the access to the Registry for any purposes beyond the Permitted Use. The Requesting Party shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Registry, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available access to the Registry; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Registry, in whole or in part; (iv) remove any proprietary notices from the Registry; or (v) use the access to the Registry in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

5. The Requesting Party agrees to use the information retrieved from the Registry strictly for the Permitted Use. Use of information retrieved for anything other than the Permitted Use will result in immediate suspension or termination of all access, without notice to the Requesting Party or any Authorized Users, to the Registry, by BACB. Furthermore, BACB reserves the right to immediately suspend or terminate access, without notice, to the Requesting Party or any Authorized Users, to the Registry in the event that BACB reasonably suspects any excessive use, abnormal use, abuse, or any other use of the access beyond the Permitted Use. During any suspension under this section, BACB shall provide the Requesting Party with a five (5) day period to remediate any unauthorized use of the Registry beyond the Permitted Use. Based on the Requesting Party's responses to the remediation, BACB may restore access or proceed with the termination.
6. The Requesting Party acknowledges and agrees and shall procure that any Authorized Users acknowledge and agree to BACB's terms of use and privacy policy contained at https://www.bacb.com/terms-of-use/ and https://www.bacb.com/terms-of-use/privacy-policy/, respectively, which are incorporated herein by reference.
7. Any party hereto may cancel or terminate this Agreement upon a 30-day written notice, for any reason whatsoever. Notice required under this provision of the Agreement shall be sent to the addresses set forth above. In addition to any other express termination right set forth in this Agreement, BACB may terminate this Agreement, effective on written notice to the Requesting Party, if the Requesting Party breaches any of its obligations under this Agreement.
8. From time to time during the term of this Agreement, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date of this Agreement and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.
9. The Requesting Party acknowledges that, as between the Requesting Party and BACB, BACB owns all right, title, and interest, including all intellectual property rights, in and to the Registry. BACB hereby grants to the Requesting Party a non-exclusive, royalty-free, worldwide license to reproduce, and otherwise use the data in the Registry as may be necessary for the Permitted Use pursuant to this Agreement, for the duration of the term of this Agreement.

10. The Requesting Party shall indemnify, defend, and hold harmless BACB from and against any and all losses, damages, liabilities, costs (including attorneys' fees) ("Losses") incurred by BACB resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that relates to (i) any use of the data in the Registry by the Requesting Party, or its Authorized Users, or (ii) any loss of any data in the Registry by the Requesting Party, or its Authorized Users.
11. This Agreement is governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.
12. The Requesting Party may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of BACB.

Behavior Analyst Certification Board	Requesting Party
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: