

Vaccine Credential Initiative Directory Agreement

This agreement is between your organization and The Commons Project Foundation, Inc. a non-profit corporation ("TCP") and is integrated into the [VCI Issuer Request Form](#) (the "Agreement"). By submitting this form your organization ("Issuer") and ("TCP") agree to the following terms and conditions.

1. Your organization is issuing SMART Health Cards ("SHCs") in conformance with the SMART Health Cards Framework <https://smarthealth.cards/>).
2. SHCs issued by Issuer have passed the SHC validation SDK without errors for all targeted SHC representations (SMART on FHIR API, QR, File).
3. SHCs have passed the FHIR validator and are conformant to the VCI FHIR Profile Implementation Guide.
4. SHCs issued by Issuer have gone through a quality assurance process to ensure correctness in addition to the validation SDK.
5. SHCs issued by Issuer will have different ISS's when representing test and production data to ensure strong key boundaries.
6. Issuer will only issue SHCs based on data that it has reason to believe are accurate.
7. Issuer will maintain an openly accessible, up-to-date jwks.json file at least as long as it has record-keeping obligations over data included in issued SHCs.
8. Issuer conforms to the SHC IG key management guidance listed at <https://spec.smarthealth.cards/#key-management>.
9. Issuer agrees that TCP and third parties may use the information on the VCI Issuer Request Form to facilitate the use and distribution and acceptance of Smart Health Cards ("SHCs") issued by Issuer.
10. Issuer understands that Issuer's name, ISS URL may be listed in the VCI Issuer Directory at: <https://github.com/the-commons-project/vci-directory>.
11. You represent that you are duly authorized to bind Issuer to the terms of this Agreement.
12. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHETHER OR NOT EITHER PARTY SHOULD HAVE BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH LOSSES ARISING.
13. **Governing Law & Venue.** This Agreement is governed by New York, USA law excluding its conflict of law principles. For any dispute arising out of or relating to this Agreement, the parties consent to personal jurisdiction in, and the exclusive venue of the state and federal courts in New York County, New York, USA.

14. Miscellaneous. This Agreement does not create any agency, joint venture or other applicable partnership. In the event that any provision of this Agreement or the application of any provision of this Agreement is held to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect and this Agreement will be interpreted as if such invalid provision(s) were omitted. The provisions of this Agreement will be modified or waived only by an agreement in writing signed by the parties hereto. No course of conduct or dealing between the parties will act as a modification or waiver of any provision of this Agreement. Any failure to enforce a provision of this Agreement will not constitute a waiver thereof or of any other provision. All notices or communications of any kind made or required to be given pursuant to this Agreement will be in writing and delivered to the other party at the address set forth below. All notices will be sent by prepaid registered or certified mail, return receipt requested, or by electronic mail (if to TCP, email to legal@thecommonsproject.org). Such notice will be deemed to have been given upon delivery to the addressee. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions and agreements between the parties with respect to such matters.