



## Independent Distributors of Electronics Association Policy and Agreement for Informational Data Access and Provision

Agreement made this day of \_\_\_\_\_ between the **Independent Distributors of Electronics Association**, a not for profit trade association that represents Independent Distributors of Electronic Components, hereafter referred to as **IDEA**, and \_\_\_\_\_, having its principal place of business and headquarters located at \_\_\_\_\_, hereafter referred to as **Applicant** who has applied for Membership, or **Member**, who is a Member in the IDEA Trade Association.

### Purpose

The purpose of this agreement is:

1. to inform the **Applicant / Member** of **IDEA's** Policy for Informational Data Access and Provision,
2. to obtain the **Applicant's / Member's** acknowledgement that data and information ("**Applicant / Member Data**") made available by **Applicant / Member** will be shared with **IDEA** Staff and the Membership and Ethics Oversight (M&EO) Committee,
3. to obtain the **Applicant's / Member's** acknowledgement that Members and/or external sources will share **Applicant / Member Data** with **IDEA** Staff and the M&EO Committee, and
4. to obtain the **Applicant's / Member's** consent to provide **IDEA** Staff and other **IDEA** Members access to **Applicant / Member Data**.

### Background

**IDEA** Staff may employ **Applicant / Member Data** obtained from other Members and/or external sources for evaluation by the Membership and Ethics Oversight (M&EO) Committee during the Membership Application and Determination process as well as during the **Applicant's** tenure as a **Member** if Membership is approved.

### Member-Sourced Data and Information

Upon receipt of the **Applicant's / Member's** signed **IDEA** Policy and Agreement for Informational Data Access and Provision, **IDEA** Staff shall request and/or accept receipt of **Applicant / Member Data** relating to **Applicant / Member** from other **IDEA** Members, and shall accept such data only from Member Representatives. The Member Representative shall be responsible for the collection of **Applicant / Member Data** and shall review and approve its release to **IDEA** Staff as qualifying information to address data reliability.

**Applicant / Member Data** submitted to **IDEA** Staff by **Members** must meet the following qualifying criteria:

1. It must NOT include any confidential information and/or the submission of such **Applicant / Member Data** shall not violate the terms of any nondisclosure agreement the providing **Member** has in effect.
2. It must be factual information obtained through direct interaction between the **Applicant / Member** and the providing **Member**.
3. It must be obtained through the use of the **Member's** formal data collection process, e.g., reports deriving from business transactions, audits, inspections, supplier corrective action process, phone recordings, emails.



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4. **Applicant / Member** Data and summary reports provided to **IDEA** Staff must be the result of formal documentation and/or legally obtained voice recordings within the providing **Member's** business records.
5. It must be collected in the absence of any bribe, illegal threat, or physical harm.

### Externally-Sourced Data and Information

Upon receipt of the **Applicant's / Member's** signed **IDEA** Policy and Agreement for Informational Data Access and Provision, **IDEA** Staff shall request and/or accept receipt of externally-sourced **Applicant / Member** Data regarding the **Applicant / Member** through the source organization's owner or pre-established authorized personnel only. The source organization's owner or pre-established authorized personnel shall be responsible for the collection of **Applicant / Member** Data and shall review and approve its release to **IDEA** as qualifying information to address data reliability.

**Applicant / Member** Data submitted to **IDEA** Staff by external sources must meet the following qualifying criteria:

1. It must NOT include any confidential information and/or the submission of such **Applicant / Member** Data shall not violate the terms of and nondisclosure agreements the source organization has in effect.
2. It must be factual information obtained through direct interaction between the **Applicant / Member** and the source organization.
3. It must be obtained through the use of the source organization's formal data collection process, e.g., reports deriving from business transactions, audits, inspections, supplier corrective action process, phone recordings, emails.
4. **Applicant / Member** Data and summary reports provided to **IDEA** Staff must be the result of formal documentation and/or legally obtained voice recordings within the providing source organization's business records.
5. It must be collected in the absence of any bribe, illegal threat, or physical harm.

### Confidentiality

All **Applicant / Member** Data obtained by **IDEA** Staff shall remain confidential and shall only be reviewed by **IDEA** Staff for administrative purposes and by the Membership and Ethics Oversight Committee for evaluation and determination.

### Review

The Policy and Agreement for Informational Data Access and Provision shall be reviewed by the Board of Trustees on an annual basis or from time to time as needed to evaluate the effectiveness of the process.

### Acknowledgement and Agreement

In consideration of the mutual promises of the parties contained in this Agreement, the **Applicant / Member** agrees as follows: By signing this agreement, the **Applicant / Member** 1) acknowledges that **IDEA Members** and/or external sources will share **Applicant / Member** Data with **IDEA** Staff and the Membership and Ethics Oversight Committee; 2) grants consent for **IDEA** Staff to access available **Applicant / Member** Data; and 3) expressly waives any and all legal rights whatsoever, statutory or state, legal causes of action, in the federal and/or state courts, it may have against **IDEA**, its Officers, Trustees, Employees, or Members, for denial of membership/termination of membership, in **IDEA**. This waiver is made with full knowledge of all of the **Applicant's / Member's** legal rights and is made voluntarily.



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**APPLICANT / MEMBER**

By:  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INDEPENDENT DISTRIBUTORS OF  
ELECTRONICS ASSOCIATION**

By:  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_