

SIGNING PROFESSIONALS WORKGROUP

RULES AND PROCEDURES

**VERSION 1.1
DECEMBER 4, 2013**

Table of Contents

1	Purpose	1
2	Rules and Procedures	1
	2.1 Governing Law.....	1
	2.2 Amendments.....	1
	2.3 Severability.....	1
3	Governance	1
	3.1 Committee of the Whole	1
	3.2 Officers.....	1
	3.3 Finances.....	2
4	Membership	3
	4.1 Founding Members.....	3
	4.2 Regular Members	3
	4.3 Regular Voting Members	4
	4.4 Associate Members	5
5	Meetings	6
	5.1 General	6
	5.2 Call for Meeting	6
	5.3 Meeting Agenda	7
	5.4 Attendance.....	7
	5.5 Antitrust and Intellectual Property Rights Disclosure and Consent.....	7
	5.6 Minutes.....	7
6	Committees	7
	6.1 Standing Committees	7
	6.2 Temporary Committees	8
	6.3 Committee Governance	8
	6.4 Committee Business	9
7	Elections and Votes	10
	7.1 General	10
	7.2 Means of Voting.....	10

7.3	Preparation of Ballots	11
7.4	Election Officials.....	11
7.5	Chair and Committee Chair Elections.....	11
7.6	Consortium Actions.....	11
8	Antitrust Policy	11
8.1	Introduction	11
8.2	Practices.....	11
8.3	Violations	13
9	Intellectual Property Rights Policy	13
9.1	Introduction	13
9.2	Ownership	13
9.3	Contributions	13
9.4	End-User License	14
9.5	Violations	16
10	Certification	16
10.1	Requirements.....	16
10.2	Vendor Products and Services.....	16
11	Certified Signing Specialist Designation	16
11.1	Use by Individuals.....	16
11.2	Use by Vendors	16
12	Versions	17
12.1	Version 1.0 (August 6, 2013)	17
12.2	Version 1.1 (December 4, 2013)	17

1 **1 Purpose**

2 The Signing Professionals Workgroup (SPW) was created in 2013 by the National Notary
3 Association (NNA) for the benefit of its industry members after several meetings of a
4 consortium of lenders, title insurance companies and mortgage closing vendor management
5 companies gathered for the purpose of creating industry standards for Signing Professionals
6 that would help them to meet their state and federal compliance obligations.

7 The consortium also met, and the SPW was formed, to improve the customer experience
8 at the signing table. Forging industry standards for background screening, education,
9 examination, signing scripts and insurance helps Signing Professionals, who must often work
10 for many different lenders and contracting companies, to provide a more consistent
11 experience for customers at the signing table.

12 The SPW created the Certified Signing Specialist designation. A Certified Signing
13 Specialist is a Notary Public who has complied with all Standards of the SPW.

14 **2 Rules and Procedures**

15 2.1 Governing Law

16 2.1.1 The SPW shall be governed by these *Rules and Procedures (RPs)* approved by the
17 founding members on August 1, 2013.

18 2.2 Amendments

19 2.2.1 The *RPs* may be amended by a majority vote of the SPW at any duly-constituted
20 meeting.

21 2.2.2 The procedure for amending the *RPs* shall be as follows: (1) An amendment may
22 be moved and seconded at any meeting of the SPW, provided the amendment is
23 presented in writing. (2) Upon a seconded motion, the amendment may be
24 debated. (3) An amendment under debate may be amended or substituted, as the
25 case may be. (4) A majority of votes in favor of the amendment shall be sufficient
26 to pass the amendment.

27 2.3 Severability

28 2.3.1 If a provision of the *RPs* is rendered invalid, the remaining provisions remain in
29 full force and effect.

30 **3 Governance**

31 3.1 Committee of the Whole

32 3.1.1 The SPW shall be self-governing and transact any and all business during
33 regularly-called meetings as a committee of the whole.

34 3.2 Officers

35 3.2.1 Chair

36 3.2.1.1 The Founding Members shall appoint a Chair from among participants in
37 the consortium of lenders, title insurance companies and mortgage
38 closing vendor management companies to be Chair of the SPW with a
39 term expiring on June 30, 2014. The Founding Members shall
40 temporarily suspend subsection 3.2.1.2 requiring the Chair to be a
41 Regular Member.

- 1 3.2.1.2 The Chair shall be a Regular Member in good standing.
- 2 3.2.1.3 The Chair shall be elected to a term of one (1) year.
- 3 3.2.1.4 The duties of the Chair shall be to: (1) attend and preside over meetings;
- 4 provided however, that in the event the Chair is reasonably unable to
- 5 attend or preside over a meeting, the Chair shall designate the President
- 6 to attend and preside in his or her place; (2) call meetings; (3) distribute
- 7 the agenda for all meetings; (4) approve individuals applying for
- 8 membership with the assistance of the President and NNA; (5) remove
- 9 any Regular Members for cause with the assistance of the President and
- 10 NNA; and (6) prepare the ballot for the Chair and committee chair
- 11 elections.
- 12 3.2.2 President
- 13 3.2.2.1 The President shall be an employee of the NNA.
- 14 3.2.2.2 The NNA shall inform the SPW yearly of the designated NNA staff who
- 15 shall serve as President at the in-person meeting pursuant to subsection
- 16 5.1.3.
- 17 3.2.2.3 The duties of the President shall be to: (1) attend meetings; provided
- 18 however, that in the event the President is reasonably unable to attend a
- 19 meeting, the President shall designate the Secretary to attend the meeting
- 20 in his or her place; (2) assist the Chair in the performance of his or her
- 21 duties; (3) preside over meetings in the event that the Chair is absent; and
- 22 (4) direct NNA staff providing support and assistance to the SPW.
- 23 3.2.3 Secretary
- 24 3.2.3.1 The President shall designate an employee of the NNA who shall serve as
- 25 Secretary.
- 26 3.2.3.2 The NNA shall inform the SPW yearly of the designated NNA staff who
- 27 shall serve as Secretary at the meeting pursuant to subsection 5.1.3.
- 28 3.2.3.3 The Secretary shall serve a term of one (1) year.
- 29 3.2.3.4 The duties of the Secretary shall be to: (1) attend meetings; provided
- 30 however, that in the event the Secretary is reasonably unable to attend a
- 31 meeting, the Secretary shall designate another NNA employee to attend
- 32 the meeting in his or her place; (2) take minutes of all meetings; and (3)
- 33 provide assistance to the Chair and President in the performance of their
- 34 duties.
- 35 3.3 Finances
- 36 3.3.1 The NNA shall establish and keep separate financial records of membership funds
- 37 received and disbursed pursuant to subsection 3.3.2.
- 38 3.3.2 Membership fees shall pay for meeting space, food and beverage, audio-visual
- 39 and administrative expenses incurred in connection with holding SPW meetings,
- 40 creation and maintenance of the SPW website, and administrative expenses
- 41 incurred by the NNA in facilitating and supporting the work of the SPW.
- 42

1 **4 Membership**

2 4.1 Founding Members

3 4.1.1 The NNA constitutes the Founding Members of the SPW.

4 4.1.2 The NNA shall approve the initial applicants for regular membership in the SPW.

5 4.2 Regular Members

6 4.2.1 Qualifications for Regular Membership

7 4.2.1.1 Each Regular Member shall be an employee or associate of a company,
8 organization or entity with an industry membership in the NNA.

9 4.2.1.2 Each Regular Member shall be an employee or associate of one of the
10 following: (1) a mortgage lender; (2) a title insurance underwriter; or (3)
11 a licensed title insurance company.

12 4.2.1.3 Each Regular Member shall complete the membership application
13 pursuant to subsection 4.2.2 and pay the membership fees pursuant to
14 subsection 4.2.3.

15 4.2.1.4 An applicant for regular membership who meets the requirements shall
16 be admitted for membership in the SPW by the Chair.

17 4.2.2 Regular Membership Application

18 4.2.2.1 Each prospective Regular Member shall complete a membership
19 application.

20 4.2.2.2 The membership application shall be on a paper or electronic form that is
21 designed to ensure that the applicant meets the qualifications and
22 requirements, and shall perform the duties of, Regular Members.

23 4.2.3 Regular Membership Fee

24 4.2.3.1 Each Regular Member shall pay a membership fee \$1,000 to join the
25 SPW.

26 4.2.3.2 Each Regular Member shall pay a membership fee of \$1,000 annually on
27 the date of joining.

28 4.2.4 Regular Member Requirements

29 4.2.4.1 Each Regular Member shall subscribe to the SPW Antitrust Policy as
30 provided in section 8.

31 4.2.4.2 Each Regular Member shall subscribe to the SPW Intellectual Property
32 Rights Policy as provided in section 9.

33 4.2.4.3 Each Regular Member shall participate in meetings and committees. For
34 the purpose of this subsection, participation in meetings and committees
35 means a pattern of attendance at meetings or committee meetings.

36 4.2.4.4 Each Regular Member shall bear his or her own travel and
37 accommodations expenses to attend an in-person meeting.

38 4.2.5 Regular Member Privileges

39 4.2.5.1 Each Regular Member may be admitted to meetings and participate in
40 committees.

41 4.2.5.2 Each Regular Member may be elected to Chair.

- 1 4.2.5.3 Each Regular Member may be elected to chair a standing or temporary
2 committee or subcommittee of a standing or temporary committee.
- 3 4.2.5.4 Each Regular Member may vote in Chair elections or on SPW, standing
4 or temporary committee, or subcommittee business pursuant to
5 subsection 7.1.1.
- 6 4.2.6 Resignation or Termination of Regular Members
- 7 4.2.6.1 A Regular Member may resign or terminate membership at any time by
8 submitting a letter of resignation to the Chair.
- 9 4.2.6.2 The resignation or termination shall be effective as of the date on the
10 letter of resignation or termination.
- 11 4.2.6.3 There shall be no refund of membership fees in the event a Regular
12 Member resigns or terminates membership.
- 13 4.2.7 Removal of Regular Members
- 14 4.2.7.1 A Regular Member may be removed for cause. For the purpose of this
15 subsection, “cause” shall include the following: (1) failure to maintain
16 NNA industry membership; (2) no longer being an employee or associate
17 of a qualifying company or organization pursuant to subsection 4.2.1.2;
18 (3) failure to pay SPW membership fees; (4) failure to agree or adhere to
19 the SPW Antitrust Policy; (5) failure to agree or adhere to the SPWP
20 Intellectual Property Rights Policy; (6) failure to participate in meetings
21 and committees. For the purpose of this subsection, a failure to participate
22 means a pattern of nonattendance at meetings or committee meetings.
- 23 4.2.7.2 Prior to being removed for cause, the Chair shall provide the Regular
24 Member with a notice of intent to remove by regular mail, e-mail or fax
25 stating the grounds for removal and an effective date not less than 60
26 days from the date of the notice, during which time the Regular Member
27 shall have an opportunity to cure the deficiencies cited in the notice of
28 intent to remove.
- 29 4.2.7.3 The Chair shall present a recommendation for removal to the SPW on or
30 after the effective date cited in the notice of intent to remove if the
31 Regular Member does not cure the deficiencies cited in the notice of
32 intent to remove pursuant to subsection 4.2.7.2. A majority vote of
33 Regular Voting Members shall be sufficient to remove the Regular
34 Member.
- 35 4.2.7.4 There shall be no refund of membership fees in the event a Regular
36 Member is removed.
- 37 4.2.7.5 After being removed for cause, a Regular Member shall no longer
38 participate in meetings, committees or functions.
- 39 4.2.7.6 Not less than two (2) years following removal for cause, a former Regular
40 Member may reapply to become a Regular Member.
- 41 4.3 Regular Voting Members
- 42 4.3.1 For the purpose of these *RPs*, a Regular Voting Member is a Regular Member
43 who is eligible to vote in an election and on the business of the SPW, a standing or

1 temporary committee, or subcommittee of a standing or temporary committee
2 pursuant to subsection 7.1.1.

3 4.4 Associate Members

4 4.4.1 Qualifications for Associate Membership

5 4.4.1.1 Each Associate Member shall be an employee or associate of a company,
6 organization or entity with an industry membership in the NNA.

7 4.4.1.2 Each Associate Member shall be an employee or associate of one of the
8 following: (1) a company, organization or entity providing document
9 signing services; (2) a business or entity providing supportive services to
10 Signing Professionals; (3) a trade association serving the mortgage
11 finance or settlement services industries; (4) a national trade association
12 serving Notaries and Signing Professionals; (5) an educator providing
13 courses for Signing Professionals; or (6) an entity whose sole business is
14 to provide background screening services.

15 4.4.1.3 Each Associate Member shall complete the membership application
16 pursuant to subsection 4.4.2 and pay the membership fees pursuant to
17 subsection 4.4.3.

18 4.4.1.4 An applicant for associate membership who meets the requirements shall
19 be admitted for membership in the SPW by the Chair.

20 4.4.2 Associate Membership Application

21 4.4.2.1 Each prospective Associate Member shall complete a membership
22 application.

23 4.4.2.2 The membership application shall be on a paper or electronic form that is
24 designed to ensure that the applicant meets the qualifications and
25 requirements, and shall perform the duties of, Associate Members.

26 4.4.3 Associate Membership Fee

27 4.4.3.1 Each Associate member shall pay a membership fee of \$1,000 to join the
28 SPW.

29 4.4.3.2 Each Associate Member shall pay a membership fee of \$1,000 annually
30 on the date of joining.

31 4.4.4 Associate Member Requirements

32 4.4.4.1 Each Associate Member shall subscribe to the SPW Antitrust Policy as
33 provided in section 8.

34 4.4.4.2 Each Associate Member shall subscribe to the SPW Intellectual Property
35 Rights Policy as provided in section 9.

36 4.4.4.3 Each Associate Member may participate in meetings and committees.

37 4.4.4.4 Each Associate Member shall bear his or her own travel and
38 accommodations expenses to attend an in-person meeting.

39 4.4.5 Associate Member Privileges

40 4.4.5.1 Each Associate Member may be admitted to meetings and participate in
41 committees, but does not have voting privileges in Chair elections or on
42 SPW, standing or temporary committee, or subcommittee business.

1 4.4.6 Resignation or Termination of Associate Members

2 4.4.6.1 An Associate Member may resign or terminate membership at any time
3 by submitting a letter of resignation to the Chair.

4 4.4.6.2 The resignation or termination shall be effective as of the date on the
5 letter of resignation or termination.

6 4.4.6.3 There shall be no refund of membership fees in the event an Associate
7 Member resigns or terminates membership.

8 4.4.7 Removal of Associate Members

9 4.4.7.1 An Associate Member may be removed for cause. For the purpose of this
10 subsection, “cause” shall include the following: (1) failure to maintain
11 NNA industry membership; (2) no longer being an employee or associate
12 of a qualifying company or organization pursuant to subsection 4.4.1.2;
13 (3) failure to pay SPW membership fees; (4) failure to agree or adhere to
14 the SPW Antitrust Policy; and (5) failure to agree or adhere to the SPWP
15 Intellectual Property Rights Policy.

16 4.4.7.2 Prior to being removed for cause, the Chair shall provide the Associate
17 Member with a notice of intent to remove by regular mail, e-mail or fax
18 stating the grounds for removal and an effective date not less than 60
19 days from the date of the notice, during which time the Associate
20 Member shall have an opportunity to cure the deficiencies cited in the
21 notice of intent to remove.

22 4.4.7.3 The Chair shall present a recommendation for removal to the SPW on or
23 after the effective date cited in the notice of intent to remove if the
24 Associate Member does not cure the deficiencies cited in the notice of
25 intent to remove pursuant to subsection 4.4.7.2. A majority vote of
26 Regular Voting Members shall be sufficient to remove the Associate
27 Member.

28 4.4.7.4 There shall be no refund of membership fees in the event an Associate
29 Member is removed.

30 4.4.7.5 After being removed for cause, an Associate Member shall no longer
31 participate in meetings, committees or functions.

32 4.4.7.6 Not less than two (2) years following removal for cause, a former
33 Associate Member may reapply to become an Associate Member.

34 **5 Meetings**

35 5.1 General

36 5.1.1 The SPW shall meet at least twice per year.

37 5.1.2 Meetings may be held in person, or via teleconference or web meeting.

38 5.1.3 A regular in-person meeting shall be scheduled yearly to coincide with the NNA’s
39 annual conference of Notaries Public.

40 5.2 Call for Meeting

41 5.2.1 The Chair may call for a meeting at any time, providing sufficient advance notice
42 to secure broad participation in the meeting.

1 5.3 Meeting Agenda

2 5.3.1 The Chair shall distribute an agenda for the meeting to all Regular Members not
3 less than one (1) week prior to the meeting.

4 5.3.2 Meetings shall follow the agenda distributed for the meeting. Upon commencing
5 the meeting, the Chair shall call for any items to be added to the agenda and, if
6 time permits, the added agenda items shall be covered in the order presented.

7 5.4 Attendance

8 5.4.1 Upon commencing a meeting, the Chair, with the assistance of the Secretary, shall
9 determine that those present are Regular or Associate Members and entitled to
10 participate in the meeting.

11 5.5 Antitrust and Intellectual Property Rights Disclosure and Consent

12 5.5.1 Prior to commencing each meeting, the Chair shall read the Antitrust and
13 Intellectual Property Notice and Consent. If the Chair is not present, the President
14 shall read the Notice and Consent.

15 5.5.2 The Antitrust and Intellectual Property Rights Notice and Consent shall be read as
16 follows: “This meeting is governed by the Signing Professionals Workgroup
17 Antitrust and Intellectual Property Rights Policy that may be found at
18 www.spworkgroup.org. If you have any questions or concerns with these policies,
19 please contact the Chair or President. By participating in this meeting, you agree
20 to be bound by the terms of these policies.”

21 5.6 Minutes

22 5.6.1 Minutes of meetings shall be recorded by the Secretary or, in the Secretary’s
23 absence, by the Secretary’s designee pursuant to subsection 3.2.3.4.

24 5.6.2 The minutes shall include at minimum the time and place of the meeting, a list of
25 all Regular and Associate Members present and their affiliations, a description of
26 matters discussed, and the actions or votes taken.

27 5.6.3 Minutes of a prior meeting shall be distributed with the agenda for the next
28 scheduled meeting and shall be approved by majority vote of Regular Members
29 present at the next scheduled meeting.

30 **6 Committees**

31 6.1 Standing Committees

32 6.1.1 Background Screening Committee

33 6.1.1.1 The Background Screening Committee shall review and, as appropriate,
34 recommend revisions to the criteria and scoring of the industry-standard
35 background screening for Signing Professionals.

36 6.1.1.2 The Background Screening Committee shall approve vendors seeking to
37 offer the industry-standard background screening for Signing
38 Professionals.

39 6.1.2 Code of Conduct Committee

40 6.1.2.1 The Code of Conduct Committee shall review and, as appropriate,
41 recommend revisions to the Guiding Principles and Standards of Practice
42 of the Signing Professional Code of Conduct.

- 1 6.1.2.2 The Code of Conduct Committee shall assist other committees in
2 ensuring the consistent application and implementation of the Code of
3 Conduct across all other Standards adopted by the SPW.
- 4 6.1.3 Education and Examination Committee
- 5 6.1.3.1 The Education and Examination Committee shall review and, as
6 appropriate, recommend revisions to the Signing Professional
7 Examination adopted by the SPW.
- 8 6.1.3.2 The Education and Examination Committee shall, to the extent necessary,
9 formulate knowledge statements and information for Signing Professional
10 education courses based upon regulatory and business trends and
11 developments.
- 12 6.1.4 Industry Communications Committee
- 13 6.1.4.1 The Industry Communications Committee shall formulate and execute all
14 communications to industry stakeholders on behalf of the SPW.
- 15 6.1.4.2 The Industry Communications Committee shall advise the SPW of any
16 communications from industry stakeholders to the SPW that have a
17 bearing on the Standards for Signing Professionals.
- 18 6.1.5 Insurance Committee
- 19 6.1.5.1 The Insurance Standards Committee shall review and, as appropriate,
20 propose recommendations for the limit of liability, coverage, exclusions
21 and other provisions in the errors and omissions insurance policies
22 carried by Signing Professionals.
- 23 6.1.6 Signing Scripts Committee
- 24 6.1.6.1 The Signing Scripts Committee shall review and, as appropriate,
25 recommend revisions to the Signing Professional written scripts
26 developed to ensure a consistent customer experience throughout all
27 phases of a mortgage loan or real property signing transaction.
- 28 6.1.6.2 The Signing Scripts Committee shall assist the Code of Conduct and
29 Education and Examination Committees in ensuring consistent
30 application and implementation of the Signing Professional scripts across
31 all other Standards adopted by the SPW.
- 32 6.2 Temporary Committees
- 33 6.2.1 The SPW may establish temporary committees to transact business outside the
34 scope of the standing committees upon majority vote of a motion to establish a
35 temporary committee.
- 36 6.2.2 A motion to establish a temporary committee shall include a description of the
37 purpose, scope and duties of the committee.
- 38 6.2.3 Temporary committees shall follow the rules for governance and business that
39 apply to standing committees pursuant to subsections 6.3 and 6.4.
- 40 6.2.4 Temporary committees shall present a report of the committee at each meeting.
- 41 6.3 Committee Governance
- 42 6.3.1 Chair

- 1 6.3.1.1 Each standing committee shall have a chair elected annually by a
2 majority of Regular Voting Members.
- 3 6.3.1.2 The chair shall be a Regular Member in good standing who is eligible to
4 be elected chair pursuant to subsection 4.2.5.3.
- 5 6.3.1.3 The chair shall preside over all meetings of the standing committee.
- 6 6.3.1.4 The chair shall recruit as many Regular Members to constitute a standing
7 committee as the chair deems necessary.
- 8 6.3.1.5 The term of the chair shall be one (1) year.
- 9 6.3.2 Vice Chair
- 10 6.3.2.1 Each standing committee shall have a vice chair who is an employee of
11 the NNA.
- 12 6.3.2.2 The vice chair shall preside over all meetings in the absence of the chair.
- 13 6.3.2.3 The NNA shall inform the SPW yearly of the designated NNA staff who
14 shall serve as vice chair of each standing committee at the in-person
15 meeting pursuant to subsection 5.1.3.
- 16 6.3.3 Regular Members
- 17 6.3.3.1 Any Regular Member in good standing may sit on one or more standing
18 or temporary committees.
- 19 6.3.4 Associate Members
- 20 6.3.4.1 Any Associate Member in good standing may participate in one or more
21 standing or temporary committees.
- 22
- 23 6.4 Committee Business
- 24 6.4.1 Committees may meet in person, or by teleconference or web meeting.
- 25 6.4.2 Committee shall conduct business from an agenda that has been prepared and
26 distributed by the chair to all committee members at least one (1) week prior to
27 the meeting of the committee.
- 28 6.4.3 Each committee shall appoint a secretary from among the Regular Members to
29 record minutes of each meeting pursuant to subsection 5.6.2.
- 30 6.4.4 Minutes of a prior committee meeting shall be distributed with the agenda for the
31 next scheduled meeting and shall be approved by majority vote at the next
32 scheduled meeting of the committee.
- 33 6.4.5 Prior to commencing a committee or subcommittee meeting, the chair shall read
34 the Antitrust and Intellectual Property Notice and Consent as provided in
35 subsection 5.5.2. If the chair is not present, the vice chair shall read the Notice and
36 Consent.
- 37 6.4.6 Each committee shall present a committee report to the SPW at each meeting.
- 38 6.4.7 Votes on committee business shall be held following the procedures in section 7.
- 39 6.4.8 Subcommittees
- 40 6.4.8.1 Each standing committee may establish subcommittees to carry on the
41 work of the committee.

- 1 6.4.8.2 The standing committee shall appoint a chair and vice chair for the
2 subcommittees from among the Regular Members on the committee
3 eligible to be elected Chair pursuant to subsection 4.2.5.3.
- 4 6.4.8.3 Subcommittees shall be comprised of at least three (3) Regular Members
5 of the standing committee representing different companies or
6 organizations and a quorum for transacting subcommittee business shall
7 be three (3) Regular Members.
- 8 6.4.8.4 Prior to commencing a subcommittee meeting, the chair shall read the
9 Antitrust and Intellectual Property Notice and Consent as provided in
10 subsection 5.5.2. If the chair is not present, the vice chair shall read the
11 Notice and Consent.
- 12 6.4.8.5 Subcommittees shall follow the rules for conducting business following
13 the procedures in subsections 6.4.3, 6.4.4, 6.4.5, 6.4.6 and 6.4.7.

14 **7 Elections and Votes**

15 7.1 General

- 16 7.1.1 Each Regular Member shall have a vote in an election or on SPW, committee or
17 subcommittee business; provided, however, that a company or organization with
18 two or more Regular Members shall be entitled to one (1) vote.
- 19 7.1.2 A quorum of a majority of Regular Voting Members eligible to vote pursuant to
20 subsection 7.1.1 is required to hold an election or transact business of the SPW or
21 in a committee or subcommittee; provided however, that three (3) Regular
22 Members of a subcommittee shall be present to conduct business.
- 23 7.1.3 Upon commencing an election or a vote on SPW, committee or subcommittee
24 business, the Chair or chair of a committee or subcommittee shall determine that
25 those present are Regular Voting Members and eligible to vote pursuant to
26 subsection 7.1.1.
- 27 7.1.4 A majority of votes cast by Regular Voting Members in favor of a candidate or
28 motion shall be sufficient to elect or approve the motion.

29 7.2 Means of Voting

- 30 7.2.1 The election for Chair and committee chairs shall be conducted in writing at the
31 in-person meeting held pursuant to subsection 5.1.3.
- 32 7.2.2 Ballots cast by Regular Voting Members who cannot attend the in-person meeting
33 may be submitted in writing or by email or fax pursuant to subsections 7.2.4 and
34 7.2.5.
- 35 7.2.3 Voting on SPW, committee or subcommittee business shall be by voice vote at the
36 call of the Chair or committee or subcommittee chair. If the vote tally is unclear to
37 the Chair or committee or subcommittee chair, the vote may be tallied by hand or
38 in writing.
- 39 7.2.4 Voting in an election or on SPW or committee business may be made in absentia
40 or by proxy, provided the Regular Voting Member submits the ballot or names the
41 proxy in writing or by e-mail or fax prior to the meeting at which the vote will be
42 held.
- 43 7.2.5 A ballot submitted in writing or by fax must be signed by the Regular Member

1 casting the ballot. A ballot submitted by e-mail shall be deemed to be the vote of
2 the person from whose e-mail account the ballot was submitted.

3 7.3 Preparation of Ballots

4 7.3.1 The Chair shall prepare the ballot for Chair and committee chair elections.

5 7.4 Election Officials

6 7.4.1 NNA employees shall be appointed as election officials for the purpose of
7 receiving, qualifying and tabulating votes for Chair and committee chair elections.

8 7.4.2 NNA employees appointed as election officials shall certify the vote on a form
9 designed for this purpose and shall submit the results no later than two (2)
10 business days following the close of the election.

11 7.5 Chair and Committee Chair Elections

12 7.5.1 The Chair election shall take place at the in-person meeting held in conjunction
13 with the NNA's annual conference of Notaries Public pursuant to subsection
14 5.1.3.

15 7.5.2 Standing and temporary committee chair elections shall take place at the in-person
16 meeting held in conjunction with the NNA's annual conference of Notaries Public
17 pursuant to subsection 5.1.3.

18 7.6 Consortium Actions

19 7.6.1 All actions of the consortium of lenders, title insurance companies and mortgage
20 closing vendor management companies related to the development of SPW
21 Standards taken prior to the formation of the SPW shall be deemed to have been
22 made by the SPW.

23 **8 Antitrust Policy**

24 8.1 Introduction

25 8.1.1 The SPW creates and promotes open and voluntary standards for meeting the
26 regulatory compliance obligations of its members, enhancing the customer
27 experience in mortgage loan and real property signing transactions and elevating
28 the qualifications and conduct of Signing Professionals.

29 8.1.2 The SPW by definition is a gathering of competitors, and thus, the SPW must be
30 particularly mindful of antitrust laws.

31 8.1.3 The SPW has not been organized to and may not play any role in the competitive
32 decisions of its members, nor in any way restrict competition among members or
33 vendors.

34 8.1.4 The SPW provides a forum for exchange of ideas in a variety of settings,
35 including in meetings, committee meetings and social gatherings. The SPW
36 recognizes the possibility that its activities could be viewed by some as an
37 opportunity for anti-competitive behavior.

38 8.1.5 This policy statement is designed to clearly articulate the SPW's support of the
39 policy of competition served by federal and state antitrust laws and to outline the
40 practices the SPW shall take to comply strictly in all respects with those laws.

41 8.2 Practices

42 8.2.1 Membership

- 1 8.2.1.1 Any individual meeting the requirements of membership shall be
2 welcomed into the SPW on a non-discriminatory basis. Once an
3 individual becomes a member, he or she shall be entitled to the same
4 privileges that are available to other members on a non-discriminatory
5 basis.
- 6 8.2.1.2 No Regular or Associate Member shall be removed except for cause
7 pursuant to subsections 4.2.7 and 4.4.7 respectively.
- 8 8.2.2 Meetings
- 9 8.2.2.1 A written agenda shall be prepared in advance. The agenda shall not
10 include any subjects that are identified in this policy as improper for
11 consideration or discussion.
- 12 8.2.2.2 The SPW Antitrust and Intellectual Property Notice and Consent as
13 provided in subsection 5.5.2 shall be printed on the agenda.
- 14 8.2.2.3 The SPW Antitrust and Intellectual Property Notice and Consent as
15 provided in subsection 5.5.2 shall be read prior to each meeting, and
16 committee and subcommittee meeting.
- 17 8.2.2.4 Meetings shall follow the written agenda.
- 18 8.2.2.5 The Chair or committee chair leading the meeting shall ensure that
19 discussions and business transacted do not violate the Antitrust Policy.
- 20 8.2.2.6 Accurate minutes shall be prepared and approved pursuant to subsections
21 5.6 and 6.4.
- 22 8.2.2.7 The SPW Antitrust Policy shall apply to in-person meetings, and
23 committee and subcommittee meetings.
- 24 8.2.3 Discussions
- 25 Because of their sensitive nature, certain topics shall not be discussed at meetings
26 and in committees. These topics include, but are not limited to, the following:
- 27 8.2.3.1 Prices, pricing methods, or terms or conditions of sale
- 28 8.2.3.2 Pricing practices or strategies, including methods, timing, or
29 implementation of price changes
- 30 8.2.3.3 Discounts, rebates, service charges, or other terms and conditions of
31 purchase and sale
- 32 8.2.3.4 Price advertising
- 33 8.2.3.5 Capacity or volume of business
- 34 8.2.3.6 What constitutes a fair, appropriate price or profit margin
- 35 8.2.3.7 Whether to do or not to do business with certain Signing Professionals,
36 customers, competitors, or vendors
- 37 8.2.3.8 Complaints about the business practices of individual companies or
38 organizations
- 39 8.2.3.9 Confidential company or organizational plans regarding future product or
40 service offerings
- 41 8.2.3.10 Dividing customers or territories
- 42 8.2.3.11 Actions to put a competitor at a disadvantage

- 1 8.2.3.12 Any ongoing litigation
- 2 8.2.4 Social Events
- 3 8.2.4.1 The SPW Antitrust Policy applies equally to social events, such as
- 4 dinners and receptions. Participants in social events shall not raise or
- 5 discuss subjects or matters that are sensitive from an antitrust perspective.
- 6 8.3 Violations
- 7 8.3.1 Violations or reports of violations of this Antitrust Policy shall be reported to the
- 8 Chair and President.
- 9 8.3.2 Any violation of this Antitrust Policy may result in removal from membership
- 10 pursuant to subsections 4.2.7 and 4.4.7.
- 11 **9 Intellectual Property Rights Policy**
- 12 9.1 Introduction
- 13 9.1.1 The SPW adopts this Intellectual Property Rights Policy (IPR Policy) in order to
- 14 facilitate the development, use and openness of SPW Standards for the benefit of
- 15 members, competitors, vendors and Signing Professionals in the mortgage finance
- 16 industry.
- 17 9.1.2 The SPW adopts this IPR Policy so that it may take appropriate steps to protect
- 18 the intellectual property rights of any Standard published by the SPW.
- 19 9.2 Ownership
- 20 9.2.1 All Standards published by the SPW and all copyrights therein are the sole and
- 21 exclusive property of the SPW.
- 22 9.2.2 The Certified Signing Specialist designation is the sole and exclusive property of
- 23 the SPW.
- 24 9.2.3 Each final Standard shall include an End-User License in substantially the form as
- 25 provided in subsection 9.5.
- 26 9.3 Contributions
- 27 9.3.1 For the purposes of this IPR Policy, a Contribution is a written or oral submission
- 28 made by a Regular Member to assist the SPW, a committee or a subcommittee of
- 29 a committee in creating a Standard.
- 30 9.3.2 In making a Contribution, a Regular Member agrees to the following terms:
- 31 9.3.2.1 To the best of the contributor's knowledge at the time of submission, the
- 32 information in the Contribution does not infringe or violate any
- 33 intellectual property rights of any third party.
- 34 9.3.2.2 If after making a Contribution the contributor becomes aware that the
- 35 information in a Contribution infringes the intellectual property rights of
- 36 any third party, the contributor will disclose this fact to the SPW.
- 37 9.3.2.3 The information in the Contribution is not confidential and the SPW may
- 38 freely disclose the information in the Contribution without limitation.
- 39 9.3.3 Any contributor who submitted a Contribution through the consortium of lenders,
- 40 title insurance companies and mortgage closing vendor management companies
- 41 prior to the formation of the SPW agrees that this section shall apply to each

1 contribution as if it were made through the SPW after the adoption of these *RPs*.

2 9.4 End-User License

3 9.4.1 Draft Document and Evaluation License

4 9.4.1.1 All draft documents containing SPW Standards under development shall
5 include the following Draft Document and Evaluation License:

6
7 Copyright © [INSERT YEAR OF FIRST PUBLICATION]. All rights
8 reserved.

9 This draft document (the “Draft”) is made available by the Signing
10 Professionals Workgroup (“SPW”) to Regular and Associate Members
11 for review, evaluation and comment only, as it is not a final version of the
12 document under development. At the time such document is finalized, it
13 shall be published in accordance with SPW’s Copyright Notice and End-
14 User License.

15 This Draft is not approved by the SPW. The Draft is provided for
16 discussion purposes only, and is not necessarily a position endorsed by
17 the SPW.

18 Subject to this License, Licensor hereby grants any user of the Draft
19 (“Licensee”) a worldwide, royalty-free, non-exclusive license to
20 reproduce the Draft in copies, and to use the Draft and all such
21 reproductions solely for purposes of reviewing, evaluating and
22 commenting upon the Draft. NO OTHER RIGHTS ARE GRANTED
23 UNDER THIS LICENSE AND ALL OTHER RIGHTS ARE
24 EXPRESSLY RESERVED TO LICENSOR. Without limiting the
25 generality of the foregoing, Licensor does not grant any right to (i)
26 prepare proprietary derivative works based upon the Draft, (ii) distribute
27 copies of the Draft to the public by sale or other transfer of ownership, or
28 (iii) display the Draft publicly. Comments on the Draft must be sent to
29 SPW as indicated at www.signingprofessionalsworkgroup.org.

30 Any reproduction of the Draft shall reproduce verbatim the above
31 copyright notice, the entire text of this Evaluation License and the entire
32 disclaimer below under the following header:

33 This document includes Drafts developed by SPW, subject to SPW
34 Evaluation License, published at www.spsworkgroup.org or any
35 subsequent applicable version of such License. “SPW” is a trade name of
36 the “Signing Professionals Workgroup.” No reference to SPW or any of
37 its trademarks by Licensee shall imply endorsement of Licensee’s
38 activities and products.

39 DISCLAIMER: THIS DRAFT IS PROVIDED “AS IS.” SPW, THE
40 COPYRIGHT HOLDER, MAKE NO REPRESENTATIONS OR
41 WARRANTIES (i) EXPRESS OR IMPLIED, INCLUDING, BUT NOT
42 LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS
43 FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT;
44 (ii) THAT THE CONTENTS OF SUCH DRAFT ARE FREE FROM

1 ERROR OR SUITABLE FOR ANY PURPOSE; NOR THAT
2 IMPLEMENTATION OF SUCH CONTENTS WILL NOT INFRINGE
3 ANY THIRD-PARTY COPYRIGHTS, TRADEMARKS OR OTHER
4 RIGHTS. IN NO EVENT WILL SPW, THE COPYRIGHT HOLDER
5 OF THIS DRAFT, BE LIABLE TO ANY PARTY FOR ANY DIRECT,
6 INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY
7 USE OF THIS DRAFT, EVEN IF SPW, THE COPYRIGHT HOLDER
8 OF THIS DRAFT IS EXPRESSLY ADVISED OF THE POSSIBILITY
9 OF SUCH DAMAGES.

10 9.4.2 Copyright Notice and End-User License

11 9.4.2.1 A final SPW Standard shall contain the following Copyright Notice and
12 End-User License

13
14 This document (the “Work”) is published by the Signing Professionals
15 Workgroup (“SPW”). Copyright © [INSERT YEAR OF FIRST
16 PUBLICATION]. All rights reserved.

17 Subject to this License, Licensor hereby grants any user of this document
18 (“Licensee”) a worldwide, royalty-free, irrevocable, perpetual, non-
19 exclusive license to reproduce the Work in copies, to prepare proprietary
20 derivative works based upon the Work, to distribute copies of the Work
21 to the public by sale or other transfer of ownership, and to display the
22 Work publicly.

23 Any distribution of copies of the Work, or of a derivative work based
24 upon the Work, shall reproduce verbatim the above copyright notice, the
25 entire text of this License and the entire disclaimer below under the
26 following header: “This document includes works developed by SPW
27 subject to SPW License, published at www.spsworkgroup.org. Upon
28 publication of a derivative work, Licensee shall inform SPW of such
29 publication and address to SPW a copy of Licensee’s derivative work and
30 any relevant documentation.

31 “SPW” is a trade name of the “Signing Professionals Workgroup.” No
32 derivative work or altered versions of a Work by Licensee may be
33 trademarked or labeled in reference to SPW or any of its trademark(s) or
34 service mark(s) without SPW’s prior written approval. No reference to
35 SPW or any of its trademarks by Licensee shall imply endorsement of
36 Licensee’s activities and products.

37 **DISCLAIMER: THIS WORK IS PROVIDED “AS IS.” SPW, THE**
38 **COPYRIGHT HOLDER, MAKES NO REPRESENTATIONS OR**
39 **WARRANTIES (i) EXPRESS OR IMPLIED, INCLUDING, BUT NOT**
40 **LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS**
41 **FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT;**
42 **(ii) THAT THE CONTENTS OF SUCH WORK ARE FREE FROM**
43 **ERROR OR SUITABLE FOR ANY PURPOSE; NOR THAT**
44 **IMPLEMENTATION OF SUCH CONTENTS WILL NOT INFRINGE**
45 **ANY THIRD-PARTY COPYRIGHTS, TRADEMARKS OR OTHER**

1 RIGHTS. IN NO EVENT WILL SPW, THE COPYRIGHT HOLDER,
2 BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT,
3 SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY USE OF
4 THIS WORK, EVEN IF SPW, THE COPYRIGHT HOLDER, ARE
5 EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH
6 DAMAGES.

7 9.5 Violations

8 9.5.1 Violations or reports of violations of this IPR Policy shall be reported to the Chair
9 and President.

10 9.5.2 Any violation of this IPR Policy may result in removal from membership pursuant
11 to subsections 4.2.7 and 4.4.7.

12 **10 Certification**

13 10.1 Requirements

14 10.1.1 In order to earn the Certified Signing Specialist designation, an individual must:
15 (1) pass an annual background screening that follows the scoring criteria as
16 prescribed by the SPW; (2) achieve a passing score annually on the Certified
17 Signing Specialist examination as prescribed by the SPW; (3) subscribe annually
18 to the Signing Professional Code of Conduct as published by the SPW and any
19 amendments thereto; and (4) maintain the minimum errors and omissions
20 insurance prescribed by the SPW.

21 10.2 Vendor Products and Services

22 10.2.1 It is the policy of the SPW to allow any vendor to offer a product or service to
23 Signing Professionals that meets the requirements for certification pursuant to
24 subsection 10.1.1, irrespective of whether the vendor is a Regular or Associate
25 Member of the SPW.

26 **11 Certified Signing Specialist Designation**

27 11.1 Use by Individuals

28 11.1.1 The Certified Signing Specialist designation is awarded to individuals only and
29 must be used with name of the individual who has earned it. The correct usage is:
30 “James L. Smith, Certified Signing Specialist.”

31 11.1.2 A Signing Professional may use the designation “Certified Signing Specialist”
32 provided the Signing Professional can demonstrate that he or she has satisfied the
33 requirements of certification pursuant to subsection 10.1.1.

34 11.2 Use by Vendors

35 11.2.1 A vendor may use the designation “Certified Signing Specialist” to market or
36 advertise its product or service provided it can demonstrate that its product or
37 service has satisfied the requirements for certification pursuant to subsection
38 10.1.1.
39

1 **12 Versions**

2 12.1 Version 1.0 (August 6, 2013)

3 12.1.1 Initial release

4 12.2 Version 1.1 (December 4, 2013)

5 12.2.1 Made the following non-substantive edits:

6 12.2.1.1 Changed occurrences of SPSW and Signing Professional Standards
7 Workgroup to SPW and Signing Professionals Workgroup, respectively

8 12.2.1.2 Changed Certified Signing Professional to Certified Signing Specialist

9 12.2.1.3 Changed the URL www.spsworkgroup.org to [www.](http://www.signingprofessionalsworkgroup.org)
10 [signingprofessionalsworkgroup.org](http://www.signingprofessionalsworkgroup.org)

11