**DATA COLLECTION AGREEMENT**

This Data Collection Agreement (“Agreement”) is between **the Association of Pediatric Program Directors**, (”Recipient”), with an address at 6728 Old McLean Village Dr, McLean, VA 22101 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Provider”).

The purpose of this Agreement is to define and facilitate a data sharing project for the following purpose: archiving, analysis, and sharing of data collected in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ study (the “Activities”). This Agreement shall be effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”).

This project is of mutual interest and benefit to both Recipient and Provider. The Provider”s Principal Investigator shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Recipient’s Principal Investigator shall be Alan Schwartz, PhD.

The subjects of the Study are not patients, and the data will contain no Protected Health Information (“PHI, as such term is defined in 45 C.F.R. § 160.103) pursuant to the U.S. Health Insurance Portability and Accountability Act of 1996 and regulations, laws, and guideline related thereto (collectively, “HIPAA”).

**Data provided:** The following data (the “Data”) will be provided hereunder: assessments by fellowship program and directors and clinical competency committees of educational milestone and entrustable professional activities of subspecialty fellows.

**Cost:** No fee shall be paid to Provider by Recipient or to Recipient by Provider.

**Term and Termination:** This Agreement shall be effective as of the Effective Date, and shall continue until the earlier of Five (5) years from the Effective Date or the date on which the Agreement is terminated in accordance this Section. Either party may terminate this Agreement at any time and for any reason upon 30 days of written notice. Notwithstanding the termination of this agreement, data provided by Provider to Recipient for sharing will be provided under a perpetual and irrevocable license as described below that will survive this Agreement.

Use of a Party’s Name and Publications: Neither party will, without the prior written consent of the other party, use in advertising or publicity the name, trademark, logo, symbol, or other image of the party or that party’s employee or agent.

**Ownership of Data and Publications:** The Data shall remain the property of Provider. Provider hereby grants Recipient, a perpetual, irrevocable, worldwide, sublicensable, non-exclusive, royalty-free license to use, copy, modify, distribute, and make derivate works from these data. Any combination of such data and data from third parties shall be treated as a compilation, rather than a derivative work, and Provider will own only the data included in the compilation provided by Provider under this agreement. Nothing contained herein shall be deemed to restrict the rights of Provider to publish the results of its own research or to use the Data for any lawful purpose.

**Obligations of Recipient**

1. *Identification Of Individual.*  Recipient may not use the Data to identify or contact any individual involved in the Data.
2. *Reporting:* Recipient shall report to Provider within twenty-four (24) hours of Recipient becoming aware of any use or disclosure of the Data in violation of this Agreement or applicable law.

**Miscellaneous Terms**

1. *Notices:* Any notice required to be given under this Agreement, and any communication associated with the performance of this Agreement shall be deemed made, if delivered either to the address given above or to such other address as may hereafter be specified in writing by the Parties.
2. *LIMITATION OF LIABILITY.* IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, INDIRECT, LOST PROFITS, LOST REVENUE, LOST OPPORTUNITY OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE ARISING FROM OR IN RELATION TO THIS AGREEMENT OR DATA, WHETHER IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUE OR OTHERWISE. THIS LIMITATION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
3. *Entire Agreement;* *Amendment.* This Agreement constitutes the entire understanding between the parties hereto concerning the subject matter hereof, and there are no collateral, oral or written agreements or understandings. This Agreement supersedes any prior oral or written agreement or understanding between the parties.

*(Signature Page follows)*

**IN WITNESS WHEREOF,** this Agreement is executed by each party’s duly authorized representative and is effective as of the Effective Date.

**RECIPIENT**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_Laura Degnon\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_Executive Director\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_April 1, 2015\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PROVIDER**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

The Principal Investigators certify that they have read and understand this Agreement.

**PROVIDER’S PRINCIPAL INVESTIGATOR:**

By:

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

Title: \_\_\_\_

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

**RECIPIENT’S PRINCIPAL INVESTIGATOR:**

By:

Name: Alan Schwartz, PhD

Title: Director, APPD LEARN

Date: