CONSIGLIO DI AMMINISTRAZIONE

DELIBERAZIONE N. *23 F*   Seduta n. *21* del   1 6 LUG. 2020

Presiede il Presidente   Marco Votta

Consiglieri   Alberto Bertagna
                               Roberto Comazzi
                               Maria Rosaria Iardino
                               Paola Panzeri
                               Gianluca Rossi
                               ~~Roberto Satolli~~   ASSENTE

Con l'assistenza del Segretario: Edy di Legge

Su proposta: Direttore Scientifico   Giovanni Apolone

Oggetto: Adesione al Consorzio REDCap e approvazione dei termini della licenza per l'uso del software REDCap

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Il Direttore Generale   Il Direttore Amministrativo   Il Direttore Sanitario
Stefano Manfredi   Andrea Frignani   Oliviero Rinaldi

f.to Il Dirigente proponente s.s Trasferimento Tecnologico (TTO) – Antonio Cannarozzo

f.to Il Dirigente s.c. Risorse Economiche e Finanziarie e LP – Elena Teresa Tropiano

L'atto si compone di n. 14 pagine, di cui n. 11 pagine di allegati, parte integrante
Atti n. 1.6.05-289/2020

Sistema Socio Sanitario

Fondazione IRCCS
Istituto Nazionale dei Tumori

Regione
Lombardia

segue deliberazione n. ...*9.3.*...F
del ......**1 6 LUG. 2020**..............

IL CONSIGLIO DI AMMINISTRAZIONE

Premesso che
- REDCap (Research Electronic Data Capture) è un software basato su browser e su metadati e metodologia del flusso di lavoro per la progettazione di database di ricerca clinica e traslazionale;
- REDCap è stato sviluppato da un team di informatici della Vanderbilt University con sede a Nashville, Tennessee (USA);
- tale software è disponibile a titolo gratuito per i partner del Consorzio REDCap;

dato atto che
- il Consorzio REDCap ha come obiettivo di facilitare il supporto informatico per i ricercatori clinici e di promuovere una rete collaborativa di ricercatori che condividono e supportano REDCap come strumento di ricerca comune;
- Il Consorzio REDCap è composto da migliaia di partner istituzionali attivi in oltre cento paesi che utilizzano e supportano REDCap;

dato atto che per la relativa adesione occorre sottoscrivere mediante compilazione del format online la relativa licenza d'uso;

considerato che si tratta di una licenza non esclusiva gratuita utilizzabile per scopi di ricerca e per finalità non commerciali;

preso atto il supporto tecnico dovrà pervenire esclusivamente da personale ICT interno alla Fondazione, per espressa previsione contrattuale;

visto l'accordo di licenza per l'uso del software REDCap allegato al presente provvedimento di cui forma parte integrante e sostanziale;

visti i pareri favorevoli 17 giugno 2020 rilasciati della Direzione Scientifica e dalla s.c. Information Communication Technology e Sistemi Informativi Aziendali (ICT e SIA), depositati in atti;

dato atto che l'adesione ai termini di licenza avverranno mediante compilazione del format online sotto la responsabilità scientifica del dott. Paolo Baili, ricercatore presso la s.s.d. Epidemiologia Analitica e Impatto Sanitario e con il supporto della s.c. Information Communication Technology e Sistemi Informativi Aziendali;

verificato che dal presente provvedimento non derivano oneri diretti a carico della Fondazione;

Sistema Socio Sanitario

Fondazione IRCCS
Istituto Nazionale dei Tumori

Regione
Lombardia

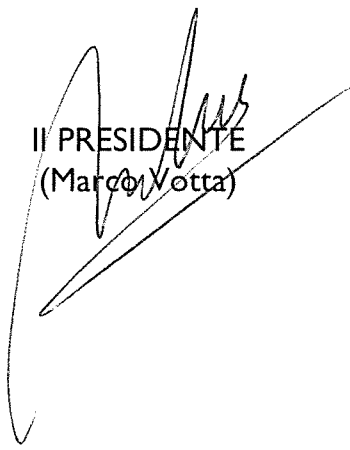segue deliberazione n. ...213...F

del 16 LUG. 2020

ritenuto pertanto di approvare l'Accordo di cui trattasi, in conformità alle disposizioni degli artt. 4 e 13 dello Statuto della Fondazione, approvato con Deliberazione del Consiglio di Amministrazione n. 12F del 20 febbraio 2012;

considerato che nulla osta alla pubblicazione del presente provvedimento in versione integrale all'Albo Pretorio della Fondazione, per 15 giorni consecutivi, ai sensi dell'art. 32 della L. n. 69/2009 e dell'art. 17, c. 6 della L.R. n. 33/2009;

a voti unanimi espressi nelle forme di legge,

DELIBERA

1- di approvare l'adesione al Consorzio REDCap (Research Electronic Data Capture) e l'accordo di licenza d'uso del software REDCap con Vanderbilt University con sede a Nashville, Tennessee (USA), nel testo allegato al presente provvedimento, di cui forma parte integrante e sostanziale;
2- di dare mandato agli Uffici competenti per gli adempimenti degli obblighi indicati nell'Accordo in argomento;
3- di disporre la pubblicazione del presente provvedimento all'Albo Pretorio della Fondazione, per 15 giorni consecutivi, ai sensi dell'art. 32 della L. n. 69/2009 e dell'art. 17, c. 6 della L.R. n. 33/2009.

Il PRESIDENTE
(Marco Votta)

s.c. Affari Generali e Legali

ALLEGATO ALLA DELIBERAZIONE
N...2̶/̶3̶ P̶............. DEL...1̶.6̶.1̶.U̶G̶.2̶0̶2̶0̶

COMPOSTO DI N...1̶1̶..... PAGINE

Resize font:
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REDCap
Research Electronic Data Capture

REDCap End User License Agreement - Pre-Submission Questions

Thanks so much for your interest in becoming a REDCap consortium partner! Before beginning the application process, we need you to answer a few questions.

About Your Institution or Organization

Please choose the best description of your institution/organization type.

Note that licenses CANNOT be granted to
-individual users
-consulting firms, for profit or not-for-profit who offer REDCap as a data hosting service to clients
* must provide value

O Academic (non-profit)
O Non-profit
O Government
O For profit (including academic for profit)
O For profit working as contractor for government or non-profit

reset

About You

An authorized signatory is an officer or representative vested (explicitly, implicitly or through conduct) with the powers to commit the authorizing organization to a binding agreement.

The signatory is usually an institutional employee who routinely commits the institution to legal contracts. Common job titles for an authorized signatory include IT Director, Departmental Manager, Chief Operating Officer, research director or chancellor.

Physicians, fellows, and students generally do not have sufficient signatory authority to commit the institution (even a particular lab/department) to the REDCap license terms. So please do NOT submit this license using the job title Medical Doctor (MD) or physician or fellow or student. These job titles are NOT sufficient signatory authority for this license.

NOTE: Please do NOT submit this license if you are an existing partner site's REDCap system administrator and simply need to restore your access to the consortium's Community platform. Please contact redcap@vumc.org if you already hold a REDCap license and are having difficulty accessing Community.

If you sign the agreement by typing in your name as the License Agreement Contact on the following REDCap Non-Profit End-User License Agreement, you are confirming that you are authorized by your institution to execute this Agreement on its behalf.

Are you an authorized signatory for your institution?
* must provide value

O Yes
O No

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Infrastructure

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Technical Requirements for Installing REDCap:

Before you continue, you should know that REDCap is a web application (i.e. server software). After being installed, it is accessible via a web browser. REDCap is NOT a program that is downloaded and installed on a personal computer, laptop, tablet, or phone.

REDCap requires both a web server and a database server. The network/server infrastructure must be in place at your institution prior to REDCap being installed.

We recommend that a dedicated IT person (e.g. a system administrator) be responsible in part or in whole for the upkeep, configuration, and reliable operations of your servers. We are happy to provide some suggested FTE for this and other REDCap support members.

Each consortium site is independently responsible for their system installation, maintenance, and launch. REDCap can easily be installed and supported by a small technical team. Once a system is launched, REDCap projects can be created and used at any time, from anywhere in the world, and accessed via any device having an internet connection.

If you do not have the means to setup and/or maintain servers as described above OR will not be able to have an institutional IT staff dedicated to the maintenance of the servers and launching the system, then you should not consider installing REDCap at your institution. Health and research data must always be stored in a server environment that is kept fully updated with all applicable software security patches.

We would be happy to describe other methods by which you as an individual could use an existing instance of REDCap, without the technical hardware required when an institution joins the consortium.

If you have other questions regarding the technical requirements of REDCap, please see https://projectredcap.org/software/requirements/

You can reach our team with any questions at: redcap@vumc.org

What kind of REDCap installation are you planning?
* must provide value

O Institution-wide installation (has broad IT support)
O Department/lab/work-group installation
O Single project installation
O Other

reset

How would REDCap be used at your organization?
* must provide value

Expand

How will you install REDCap?
* must provide value

O With support from our IT team.
O We're tech-smart individuals who will try to figure it out.
O We plan to contract with an external source for IT support.
O We need to investigate further before signing the license agreement.
O Not sure yet, but we want to proceed with signing the license agreement.

reset

Possible Existing Installations

Are there other installations of REDCap at your institution/organization now? (Please see Partners page at: https://projectredcap.org/partners/)
* must provide value

O No, my institution/organization does not currently have an installation of REDCap.
O Yes, my institution/organization has other installations of REDCap.

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Submit

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REDCAP LICENSE TERMS

REDCap License Terms are reproduced below for your reference. Please note that you will be asked to agree to the terms below if you are eligible to license REDCap. Your eligibility will be determined at the pre-screening survey (https://redcap.vanderbilt.edu/surveys/?s=XWhFBvcc6q).

REDCap Non-Profit End-User License Agreement

This non-profit end-user license agreement ("Agreement") is made by and between Vanderbilt University ("Vanderbilt"), a not-for-profit corporation duly organized and existing under the laws of Tennessee and having offices at 1207 17th Avenue South, Suite 105, Nashville, Tennessee 37212, and your organization through you (the "Licensee"). Both Vanderbilt and Licensee are referred to as the "Parties" or, individually, as a "Party."

RECITALS

Vanderbilt is the owner of all rights, title and interest in and to the Research Electronic Data Capture Software also known as "REDCap," and has the right to grant licenses for use of the Software (as defined in Section 1.5 below). Licensee desires to obtain a license to use said Software for Non-Commercial Research Purposes (as defined in Section 1.6 below) only.

Vanderbilt, Licensee, and other third party non-commercial licensees of the Software (individually, a "Consortium Member" and, collectively, the "Consortium Members", as further defined in Sections 1.1 and 1.2 below), desire to use the Software and create Derivative Works of same either collaboratively or independently.

1. DEFINITIONS

For the purposes of this Agreement, the following terms, when appearing with an initial capital letter, shall have the meaning designated below:

1.1 "Consortium" means the group of REDCap institutional partners from CTSA, GCRC, RCMI and other institutions in several countries as further defined and described on the REDCap website (http://projectredcap.org/ (http://projectredcap.org/)).

1.2 "Consortium Member" is an institutional partner of the Consortium.

1.3 "Derivative Works" means any derivative works (as defined by the U.S. Copyright Laws at 17 U.S.C. §101 (http://www.copyright.gov/title17/)) of REDCap, regardless of author.

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1.4 "Permitted Users" means Licensee's employees who are expressly authorized in writing by Licensee to use the Software in conformity with the terms of this Agreement.

1.5 "Software" means the Research Electronic Data Capture Software (also referred to herein as "REDCap"), the REDCap source code, and any Derivative Works created by Vanderbilt, Licensee or other Consortium Members.

1.6 "Non-Commercial Research Purposes" means for internal research, internal operations and internal educational purposes only, which research, operational or educational uses are to be conducted by Licensee in a manner consistent with its tax-exempt status and may include research funded by commercial (for profit) organizations, but shall not include use of the Software as the basis for providing a contract or other services to any entity.

2. GRANT OF LICENSE BY VANDERBILT

2.1 (a) Subject to the terms and conditions of this Agreement, Vanderbilt hereby grants to Licensee, and Licensee accepts from Vanderbilt, a non-exclusive license for Licensee's Permitted Users solely to use the Software and make Derivative Works of same for Licensee's own Non-Commercial Research Purposes only. LICENSEE UNDERSTANDS AND AGREES THAT NEITHER THE SOFTWARE NOR ANY DERIVATIVE WORKS MAY BE DISTRIBUTED TO OR SHARED WITH ANY THIRD PARTY FOR ANY PURPOSE.

(b) The Software may only be installed (i) on servers and computers owned by Licensee or (ii) on web-based or "cloud" servers where the third party hosting company has been hired by Licensee and provided that the third party hosting company has no access whatsoever to the Software. Licensee is responsible for ensuring the web-hosting service is able to properly maintain in confidence the Software (including all REDCap source code) and "Protected Health Information" in conformity with HIPAA (as defined below). Furthermore, if the Software is installed on portable devices, Licensee is responsible for ensuring that the Software source code shall be encrypted to protect the Software from unauthorized use or disclosure.

(c) Notwithstanding the foregoing, Licensee may allow limited access to the Software by a third party research collaborator ("Collaborator") to permit entry of data by the Collaborator as part of a multi-site data collection effort related to joint research in which the Collaborator is actively and materially involved. Such Collaborator shall not be permitted any other access to or use of the Software.

(d) Licensee acknowledges that when new version are made available, Vanderbilt has no obligation to support any past version, and past versions may no longer be accessible or otherwise available for use.

2.2 Upon execution of this Agreement, Vanderbilt shall deliver to Licensee the current version of the Software and may, from time-to-time, make new versions of the Software available as Vanderbilt determines is practicable. Vanderbilt shall determine which, if any,

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Derivative Works shall be distributed to Consortium Members and the terms under which such Derivative Works shall be distributed.

2.3 Licensee acknowledges that no training, support, hosting, or other services from Vanderbilt will be provided under this Agreement.

2.4 Vanderbilt reserves all rights in and to the Software not specifically conveyed pursuant to this Agreement. Vanderbilt also reserves the right to publish a selected list of Licensees of the Software and list of Consortium Members.

2.5 Vanderbilt shall have the right, with written notice to Licensee, to amend, modify or revise any term or terms of this Agreement at any time in its sole and absolute discretion. Such amendments, modifications or revisions shall be posted to the REDCap administrative mailing list (redcaplicense@list.vanderbilt.edu.) To subscribe to the administrative mailing list, Licensee must send an email to LISTSERV@list.vanderbilt.edu with the text "subscribe redcaplicense" in the message body (mailto:LISTSERV@list.vanderbilt.edu? body=subscribe%20redcaplicense). Within thirty (30) calendar days of the date such written notice is posted to redcaplicense@list.vanderbilt.edu, Licensee shall have the right to terminate this Agreement, thereby rejecting the terms of such amendment or revision. If Licensee so elects to terminate this Agreement, it shall promptly discontinue all use of the Software, remove all copies of the Software from Licensee's computers and servers (including from the computers of any third party hosting company), and return to Vanderbilt all copies of the Software in Licensee's possession or control and certify in writing to Vanderbilt that it has fully complied with these requirements. Should Licensee not provide notice of termination (including via non-response) within such thirty (30) day period, such amendments, revisions and modifications shall remain binding and enforceable on Licensee without the need for either Party to take any further action or make any further agreement or amendment.

2.6 Vanderbilt shall have the right to terminate this Agreement, at its discretion, for any reason upon providing Licensee with ninety (90) days advance notice. However, in the event that Vanderbilt determines that an incurable breach of this Agreement by Licensee has occurred, said advance notice period shall be reduced to thirty (30) days; and in the event exigent circumstances exist, Vanderbilt shall have the right to terminate this Agreement immediately with notice.

2.7 Eligible Licensees. This REDCap license is intended to provide access and use of the REDCap Software to (i) not-for-profit (including governmental and military) institutions and (ii) other non-commercial entities and non-commercial organizations in countries that do not recognize not-for-profit status. In the event that Vanderbilt determines, at any time and in its sole discretion, that a Licensee does not meet its requirements, Vanderbilt shall have the

right to terminate this Agreement upon ten (10) days written notice. If the Licensee is in breach of its representations set forth in Sections 6.2 or 6.8 hereinbelow, this Agreement shall be hereby and immediately rendered null, void and without effect.

2.8 Payment for License. Under this Agreement, REDCap is currently provided at no cost to Licensee.

3. GRANT OF LICENSE BY LICENSEE

3.1 Subject to the terms and conditions of the Agreement, and to the extent not already covered herein, Licensee hereby grants to Vanderbilt, and Vanderbilt accepts from Licensee, a fully-paid, transferrable and sublicensable exclusive license to use reproduce, prepare derivative works from, and distribute copies of Derivative Works created by Licensee. Derivative Works include, but are not limited to, customizations of and extensions to the REDCap source code, but exclude Licensee's data or data collection forms. Vanderbilt and Consortium Members shall have the right to use and to create further Derivative Works based on Derivative Works created by Licensee, subject to the terms of this Agreement. However, no Consortium Members (including Licensee), with the exception of Vanderbilt, shall have any distribution or commercialization rights with respect to the Software.

3.2 Vanderbilt shall coordinate all publications related to the Software itself, including those describing its methodologies, functionality, and/or capabilities to support research related to electronic data capture. As such, Vanderbilt shall have the right to review, edit and approve publications created by Consortium Members which discuss the Software and its methodologies, functionality, and/or capabilities.

3.3 In addition to Licensee's right to terminate this Agreement as set forth in Section 2.5 above, Licensee shall have the right to terminate this Agreement at its discretion for any reason upon providing Vanderbilt with ninety (90) days advance written notice. Upon such termination, Licensee shall promptly discontinue all use of the Software, remove all copies of the Software from Licensee's computers and servers, and return to Vanderbilt all copies of Software in Licensee's possession or control and certify in writing to Vanderbilt that it has fully complied with these requirements.

4. INTELLECTUAL PROPERTY

4.1 Ownership of all rights, including the copyright in the Software, shall at all times remain with Vanderbilt.

4.2 Licensee agrees to reproduce, in accordance with the requirements of U.S. Copyright statutes, the copyright notice of Vanderbilt on all embodiments of the Software. The form of such markings shall be "Copyright 2006-2013 Vanderbilt University. All Rights Reserved." The notice shall be affixed to all copies or portions thereof in such manner and location as to give reasonable notice of Vanderbilt's claim of copyright. Licensee shall at all times hereafter

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protect the Software from unauthorized transfer or duplication using measures at least as effective as those used by Licensee in protecting its own intellectual property, but in no event less than a reasonable standard of care.

5. WARRANTY

5.1 VANDERBILT MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR VALIDITY OF THE SOFTWARE OR THE COPYRIGHTS THERETO. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY VANDERBILT THAT THE PRACTICE OR USE BY LICENSEE OF THE SOFTWARE DOES NOT AND SHALL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. FURTHERMORE, VANDERBILT EXTENDS NO WARRANTIES OF ANY KIND THAT THE SOFTWARE SHALL OPERATE IN CONFORMITY WITH ANY USER MANUALS OR OTHER LITERATURE THAT MAY BE DISTRIBUTED FROM TIME TO TIME.

5.2 LICENSEE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF LICENSEE DERIVATIVE WORKS AND COPYRIGHTS THERETO.

5.3 Neither Vanderbilt nor any of its officers, employees, agents, contractors, successors or assigns shall be liable to the Licensee for any damages or losses of any kind (whether from special, direct, indirect, or consequential circumstances) arising out of its performance or non-performance under this Agreement or use of the Software.

6. MISCELLANEOUS AND GENERAL PROVISIONS

6.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the federal laws of the United States and the State laws of Tennessee, except where prohibited by law. The Parties agree to the exclusive jurisdiction of the courts of competent jurisdiction in Davidson County, Tennessee or the United States District Court for the Middle District of Tennessee, except where prohibited by law.

6.2 Licensee shall comply with all export control laws and regulations of the United States, including the Export Administration Regulations ("EAR") (15 C.F.R. §730-744), the International Traffic in Arms Regulations ("ITAR") (22 C.F.R. § 120-130), and the economic sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (as set forth in 31 C.F.R. §500-598 and certain executive orders,) and shall not export or re-export the Software in violation of any such laws or regulations, or without all necessary approvals. Diversion of the Software contrary to U.S. law is prohibited. The parties acknowledge that neither the Software nor the underlying information or

technology may be downloaded or otherwise exported or re-exported (A) into Cuba, Iran, North Korea, Sudan, Syria, the Crimea region of the Ukraine or any other country or territory subject to U.S. trade sanctions applicable to the Software or (B) to anyone on (i) the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons, (ii) the U.S. Commerce Department's Denied Persons List, Entity List or Unverified List or (iii) the Non-proliferation Sanctions List. Licensee agrees to the foregoing and represents and warrants that it complies with these conditions, is in good standing and eligible to receive the license granted hereunder, and shall continue to operate in compliance with these representations.

6.3 Vanderbilt and Licensee are not partners, joint ventures or agents of the other under this Agreement, and nothing shall be construed as causing them to be such. Neither Party shall have authority to act in the other's name, nor act for the other's benefit, except as is expressly provided for in this Agreement.

6.4 Neither Party shall use the other Party's name or any adaptation of it in any advertising, promotional or sales literature without the prior written consent of the other Party except as provided in this Agreement.

6.5 Without the prior written approval of Vanderbilt, Licensee may neither assign its rights nor delegate its duties under this Agreement to any other party. Vanderbilt shall have the right to assign its rights and delegate its duties under this Agreement, however. This Agreement shall be binding upon the successors and legal representatives of the Licensee.

6.6 In the event that any provision of this Agreement shall be held to be unconstitutional, invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid, illegal or unenforceable provisions were not contained herein. If necessary, in Vanderbilt's sole and absolute discretion, Vanderbilt shall modify such provision held to be unconstitutional, invalid, illegal, or unenforceable. The failure of one Party to assert a right hereunder shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party.

6.7 This Agreement constitutes the entire understanding between the Parties. Neither Party shall be obligated by any condition or representation other than those expressly stated in this Agreement, as amended.

6.8 Subject to the provisions of Section 2.7 hereinabove, the effective date of this Agreement is the date on which Licensee affirmatively accepts this Agreement by selecting "I Agree" below. Upon Licensee affirmatively accepting this Agreement by selecting "I Agree" below, Vanderbilt shall conduct an export control evaluation in conformity with the provisions of Section 6.2, applicable law and Vanderbilt policy, and otherwise verify that License qualifies as an Eligible License (as defined in Section 2.7 above).

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6.9 Sections 2.4, 2.5, 3.1, 3.2, 4.1, 4.2, 6.2, 6.7, 6.8, 7.1, and 7.4 of this Agreement shall survive termination.

7. CONFIDENTIAL INFORMATION

As used herein, "Confidential Information" shall mean any and all technical and non-technical information provided by Vanderbilt to Licensee that is not generally available to the public. Confidential Information shall include, but is not limited to, patent applications, trade secrets proprietary information, ideas, techniques, sketches, drawings, manuals, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of Vanderbilt, information concerning research, experimental work, development, design details and specifications, engineering, financial information and forecasts, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, and information that Vanderbilt provides regarding third parties. In the event Confidential Information is disclosed to or otherwise obtained by Licensee, the following terms shall apply:

7.1 Licensee shall treat such Confidential Information as confidential and use the same degree of care as it employs in the protection of its own confidential information, but in no event less than a reasonable degree of care.

7.2 Licensee will restrict its use of the Confidential Information to the uses related to and consistent with its activities under this Agreement, and shall disclose Confidential Information only to those of its employees having a need-to-know to further the purposes of this Agreement, and provided that such employee agrees to comply with the terms of this Agreement.

7.3 This Agreement imposes no obligation upon Licensee with respect to Confidential Information that Licensee can establish, with clear and convincing documentary evidence:

(a) was in Licensee's possession before receipt from Vanderbilt;

(b) is or becomes available to the public through no fault of Licensee;

(c) is received in good faith by Licensee from a third party and is not subject to an obligation of confidentiality owed to the third party;

(d) is independently developed by Licensee without reference to Confidential Information received hereunder; or

(e) is required to be disclosed by law.

7.4 Nothing in this Agreement shall in any way limit the ability of the Parties to comply with applicable laws and regulations requiring disclosures by public bodies. The Parties acknowledge that any responses, materials, correspondence or documents provided to the

University are subject to all applicable state and federal Freedom of Information Act requirements ("Requirements") and that disclosures mandated by the Requirements may be released to third parties in compliance with such Requirements and such release shall not constitute a breach of this Agreement.

7.5 In no event shall Vanderbilt or Licensee disclose to the other any Protected Health Information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 , as codified at 42 U.S.C. §1320d ("HIPAA"), and further in the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 ("HITECH Act"). Each Party warrants that it will comply with (i) for Licensees headquartered in the U.S. or otherwise subject to U.S. law, both HIPAA and the HITECH Act, or (ii) for other Licensees, equivalent protected health information laws, rules and regulations to which they are subject in their jurisdiction, in connection with their respective performance under this Agreement. The Parties will each cooperate with the respective privacy officials and other compliance officers of the other Party as necessary for both parties to comply with all applicable regulations and will sign any documents that are reasonably necessary to maintain compliance with HIPAA and the HITECH Act in the event that it is decided the parties will share PHI in order to further the purposes of this Agreement or otherwise.

NOTICES

Any formal notice or other communication provided for in this Agreement shall be in writing and addressed to the Party.

Notices to Vanderbilt shall be sent to:Center for Technology Transfer and Commercialization
1207 17th Avenue South, Suite 105
Nashville, Tennessee 37212 USA
Attn: Assistant Vice Chancellor
Email: cttc@vanderbilt.edu (mailto:cttc@vanderbilt.edu?Subject=REDCap) (subject line: "REDCap")

Notices to Licensee shall be sent to the "Administrative Contact" indicated when Licensee applied for this license.

Such notice or other communication to Licensee shall be sent by (i) first-class U.S. Mail or express courier to the Party's street address, (ii) by facsimile or (iii) by email as indicated herein. Routine correspondence between the Parties may be made by email to the email address.

DIVE DEEPER

If you represent a not-for-profit institution and you seek to join the REDCap Consortium, then visit the Join (/partners/join) page.

Learn more about our software (/software) or sign up for a free demonstration account of REDCap (https://redcapdemo.vanderbilt.edu/).

Learn more about REDCap's story (/about) and the REDCap Consortium (/about/consortium), a community that collectively supports REDCap activities.

If you are already at a member institution, find your group on our world map (https://redcap.vanderbilt.edu/consortium/map_fullscreen.php) or in our list of REDCap partners (/partners).

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NEWEST FEATURE

The Field Embedding feature in REDCap is the ultimate way to customize your surveys and data collection instruments to make them look exactly how you want. Field Embedding allows you to reposition fields on a survey or data entry form to embed them in a new location on the same page. Embedding fields gives you greater control over the look and feel of your instrument. Fields may be placed in a grid/table for a more compact user-friendly page, or positioned close together in a group if they are related.

REDCap (/) is powered by Vanderbilt (//www.mc.vanderbilt.edu/)
REDCap is supported in part by the National Institutes of Health (NIH/NCATS UL1 TR000445)