

Project ECHO® (Extension for Community Healthcare Outcomes)

PROJECT ECHO® INTELLECTUAL PROPERTY TERMS OF USE AGREEMENT

Effective January 8, 2016 The Regents of the University of New Mexico, for its public operation known as the Health Sciences Center ("UNMHSC"), specifically for the School of Medicine, a state institution of higher education, and Ministry of Labour, Health and Social Affairs of Georgia ("MOLHSA") agree as follows:

BACKGROUND

The UNMHSC's ECHO Institute has developed Project ECHO® (Extension for Community Healthcare Outcomes), a pioneering telementoring and distance learning program designed to improve patient care and create healthcare workforce multiplication. Project ECHO includes intellectual property developed and owned by The Regents of the University of New Mexico ("UNM") the rights to which have been assigned or licensed to UNMHSC for protection and to be made available for public use and benefit. MOLHSA desires to obtain the rights and licenses necessary to conduct Project ECHO Activities at MOLHSA and UNMHSC desires to provide the rights and licenses to MOLHSA to enable it to conduct Project ECHO Activities, all in accordance with Project ECHO's mission and the terms and conditions of this Agreement.

MISSION STATEMENT

The mission of Project ECHO is to develop the capacity to safely and effectively treat chronic, common, and complex diseases in rural and underserved areas, and to monitor outcomes of this treatment.

ARTICLE I – DEFINITIONS

A capitalized word or phrase in this Agreement shall have the meaning ascribed to it in the attached Glossary.

ARTICLE II – CONDUCT OF PROJECT ECHO ACTIVITIES AT MOLHSA

2.1 Conduct of Project ECHO Activities at MOLHSA. Subject to the terms and conditions of this Agreement, UNMHSC grants to MOLHSA the nonexclusive right to conduct Project ECHO Activities at MOLHSA, provided that the ECHO name be used as part of or integrated into the name of any and all projects resulting from this collaboration or modeled after Project ECHO or the ECHO Institute™.

2.2 Grant of License. In order to permit the conduct of Project ECHO Activities at MOLHSA, UNMHSC hereby grants to MOLHSA a nonexclusive right and license to use and reproduce the Licensed Intellectual Property in the conduct of Project ECHO Activities at no cost. In addition, UNMHSC hereby grants to MOLHSA a non-exclusive right and license to create Derivative Works, which shall be subject to the terms of Section 4.2

2.3 Noncommercial Purposes Only. Without the prior written consent of UNMHSC, which consent may be withheld or conditioned at UNMHSC's discretion, MOLHSA shall use the Licensed Intellectual Property and conduct Project ECHO Activities in a manner consistent with the Project ECHO mission, which is to serve the underserved. Using Project ECHO for unapproved commercial purposes is prohibited. By way of example, selling the ECHO model, Licensed Intellectual Property, curriculum materials, software, hardware, access to hardware, or consultation services related to ECHO model, mission, resources or the replication of ECHO projects outside of MOLHSA is expressly prohibited. To seek permission for any other commercial, please contact the ECHO Institute Director, Dr. Sanjeev Arora.

Notwithstanding the foregoing, financial arrangements with local or national payers to sustain the ECHO project are acceptable. By way of example, MOLHSA may:

- a) use ECHO Model™ and Licensed Intellectual Property to develop grants and funding for their own ECHO project, including solicitation of federal, nonfederal and foundation monies.
- b) receive funding from insurance and third-party healthcare payer organizations to fund patient care,