

training and other ECHO-related activities.

- c) receive funding from city, county, state or federal legislative sources including Medicare, Medicaid, departments of health, etc. to support ECHO-related activities.

2.4 Consulting Services. The ECHO Institute may, under separate arrangements with MOLHSA, provide consulting services and training to MOLHSA with respect to the conduct of Project ECHO Activities at MOLHSA.

2.5 Restriction. The Agreement will be considered in effect for Georgia upon governmental confirmation. In the meantime, partial execution will allow participation and training.

ARTICLE III – RESPONSIBILITIES OF MOLHSA

3.1 Conduct of Project ECHO Activities at MOLHSA. MOLHSA shall implement and conduct Project ECHO Activities at MOLHSA in accordance with this Agreement.

3.2 Obligations of MOLHSA. In connection with its conduct of Project ECHO Activities, MOLHSA shall:

- a) pay and be responsible for all costs and expenses of MOLHSA related to the performance by MOLHSA of the Project ECHO Activities including the costs of acquisition of any equipment and third party software necessary for the operation of the Project ECHO Activities by MOLHSA.
- b) comply with all Applicable Law and ethical rules, including copyright.
- c) require that the Permitted PCCs and MOLHSA Specialists comply with all Applicable Law and ethical rules with respect to their participation in the Project ECHO Activities.
- d) conspicuously brand Project ECHO Activities conducted at MOLHSA using the Project ECHO Licensed Brand Marks (Exhibit A) customized for their specific project.
- e) incorporate “ECHO” into the name or title of the project, and submit name for approval by the ECHO Institute at UNMHSC. Expressly forbidden is use of the name “ECHO Institute” which is reserved specifically for Project ECHO at UNMHSC.
- f) fully utilize the ECHO software program called iECHO to track all ECHO-related activities at MOLHSA. In addition, there may be additional data and information requests from the ECHO Institute which will need to be fulfilled regarding the application and implementation of the ECHO model at MOLHSA.
- g) conduct Project ECHO Activities as high quality, professional services consistent with the quality of the Project ECHO Activities conducted by the ECHO Institute. If the quality of the activities at MOLHSA falls below standard, MOLHSA shall use reasonable efforts to restore such quality within a reasonable period of time. MOLHSA agrees to permit representatives of UNMHSC and the ECHO Institute to review from time to time the quality of the Project ECHO Activities conducted at MOLHSA.
- h) work with the ECHO Institute to create mechanisms necessary for sharing and aggregating de-identified data for the purpose of discovering and disseminating best practices in different parts of the world, developing individualized decision-making tools, assessing disease patterns in diverse geographic areas and evaluating the overall impact of the ECHO model on healthcare delivery systems around the world.

ARTICLE IV – INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership of Licensed Intellectual Property. This Agreement does not provide MOLHSA with title or ownership to the Licensed Intellectual Property or the Project ECHO Activities, but only the limited rights of use as provided in this Agreement. MOLHSA shall reproduce and include in all copies of the Licensed Intellectual Property the copyright notices and proprietary legends of UNMHSC and/or UNM as they appear in the Licensed Intellectual Property and on media containing the Licensed Intellectual Property.

4.2 License Grantback. As part of the consideration for the grant of rights to MOLHSA under this Agreement, MOLHSA hereby grants to UNMHSC and to UNM a worldwide, nonexclusive, fully sub-licensable, royalty-free right and license at no cost to use and exploit any Derivative Works prepared, developed, or conceived