DATA RELEASE AGREEMENT OF CODED DATA

This Data Release Agreement is entered into on December 18, 2013, between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison (hereinafter “the University”), and Propeller Health (hereinafter “the Collaborator”).

WHEREAS the Collaborator has the following data described as:

Anonymized data from Propeller inhaler sensors collected from beta testing group

(hereinafter “the Data”).

NOW THEREFORE, the parties agree as follows:

1. The Collaborator shall provide for the University’s use the DATA described above.

2. The Data is the property of the Collaborator and is made available as a service to the research community.

3. The Data being provided under this Agreement may be coded but contains no individually identifiable health information as defined by the HIPAA Privacy Rule. The University will not ask the Collaborator for identifying information nor will the University attempt to establish the identity of the subjects of the Data. The Collaborator will not provide identifying information under this Agreement.

4. The University shall only use the Data for teaching or not-for-profit research purposes.

5. The University shall not further distribute the Data to any other party without the Collaborator’s written consent. The University shall refer any requests for the Data to the Collaborator upon receipt of request.

6. Neither party shall use the name of the other party, nor any member of the other party’s staff in connection with any products, promotion, or advertising without prior written approval.

7. In all publications reporting the use of the Data, the University agrees to acknowledge the Collaborator as the source of the Data.

8. COLLABORATOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER REGARDING THE DATA. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE UPON ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS.
9. The Collaborator agrees to hold the University, its officers, employees, or agents, harmless from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the Collaborator arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of the University while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

10. The University agrees to use the Data in compliance with all applicable federal and state laws and regulations.

11. TERMINATION:

a. This agreement will be scheduled to expire 5 years from the date of signature.

b. This Agreement may be terminated by either party at any time with 30 days written notice to the other party.

c. In the event of Termination, the University agrees that any Data it receives from the Collaborator shall be returned to the Collaborator not later than 90 days following notice of termination and the University shall certify that no copies of the Data have been retained. Data communicated in electronic form will be deleted or destroyed within 90 days following notice of termination.

12. Notices and communications hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other addresses as may hereafter be designated by notice in writing. All notices to the University should be sent to:

PRINCIPAL INVESTIGATOR:

All notices to the Collaborator should be sent to:
13. This Agreement shall be governed by the laws of the State of Wisconsin.

14. Unless otherwise specifically provided, this Agreement embodies the entire understanding between the University and the Collaborator for this project, and any prior or contemporaneous representations, either oral or written, are superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate by proper persons duly authorized:

Signature for The University:

NAME: [Redacted]
TITLE: [Redacted]
DATE: [Redacted]

Signature for The Collaborator:

NAME: [Redacted]
TITLE: [Redacted]
DATE: [Redacted]