

Instructions for Subscribing to the Performance Based Risk Sharing Database

UW CoMotion Express License

To complete the license, please:

- 1. PRINT**
Print the attached license agreement form.
- 2. COMPLETE & SIGN**
Complete the contact information, Exhibits B and C and sign the agreement.
- 3. MAIL , FAX, or EMAIL**
Fax, email, or send the signed agreement to us.
- 4.** UW CoMotion will review the agreement, countersign it, or contact you. Once the Agreement below is signed by UW, the agreement will be sent back to you with an invoice.
- 5. PAYMENT:** Once you receive the invoice, please mail the license fee* to:

Express Licensing Program
UW CoMotion
University of Washington
4545 Roosevelt Way NE, Suite 400
Seattle, WA 98105-4608
Phone (206) 543-3970
license@uw.edu

** Remember to indicate the invoice number on your check.*

- 6.** Access to Performance Risk Sharing Database Program Services will begin after UW executes and returns the Agreement to you on the Effective Date. The date that UW provides access to the Database to you will be the first date of your year of access to the Database.

Performance Based Risk Sharing Database Subscription Agreement

This Subscription Agreement (“Agreement”) is dated and effective as of the date of last signature (the “Effective Date”), and is made between the University of Washington, a public institution of higher education and an agency of the state of Washington (“UW”) and Subscriber.

Background

UW desires to make available the Performance Based Risk Sharing Database (“PBR”) as defined in Schedule A “Work”, developed by the Pharmaceutical Outcomes Research & Policy Program UW’s Department of Pharmacy, School of Pharmacy.

Subscriber is an organization involved in development, regulation or other services related to medical products, including medical devices and pharmaceutical drugs, and desires access to Work for Authorized Users.

1. Definitions

- 1.1. “Agreement” means this Subscription Agreement, with attached Schedules.
- 1.2. “Authorized User” means current employees or students of the Subscriber, who are permitted to access the Work from within the Subscriber's premises or from such other places where Authorized Users occasionally perform their work for the Subscriber, who are conducting work for only the Subscriber’s benefit, have been notified of the disclaimers in the Agreement, and who have been given a password by Subscriber.
- 1.3. “Contact” means an individual authorized by Subscriber to receive notices from UW of an administrative nature. Technical and administrative Contacts shall be those listed on Schedule B “License Fee and Contact Information”.
- 1.4. “Delivery Date” means the Effective Date or the date that UW provides access to Work to Subscriber.
- 1.5. “Education” institution means a single department of a not-for-profit higher education institution, whose Authorized Users are students or faculty in a program of study of pharmacy, and who access Work solely for educational purposes.
- 1.6. “Government” means any single governmental agency studying or involved in pharmaceutical research or governance, which accesses the Work for non-commercial purposes.
- 1.7. “License Fee” shall mean the amount due for the permissions herein from Subscriber under this Agreement as set forth on Schedule B.
- 1.8. “Work” means the Performance Based Risk Sharing Database as specified in Schedule A.

2. Permission

- 2.1. Commencing on Effective Date, UW hereby grants to Subscriber, and Subscriber accepts, a limited, non-transferable, non-exclusive license to display, query and view results from Work at the

access level designated in Schedule B for internal purposes and provided Subscriber complies with the terms of this Agreement, including Schedule C, "Information for Users."

2.2. Subscriber may print output from the Work, provided such printouts are primarily for use by individuals as part of their internal practice and provided that the printouts are not a substantial portion of the Work. Subscribers shall not download substantial portions of the Work for any purpose, including local storage or use.

3. Conditions

3.1. Subscriber acquires no proprietary interest in Work.

3.2. Subscriber shall not remove or obscure rights management markings, such as copyright notices and patent numbers, from Work or printouts from Work.

3.3. Only Authorized Users may access Work, and access to Work cannot be granted for any third party purpose.

3.4. Subscriber agrees not to access or download any portion of the Work using automated polling systems and Subscriber agrees not to download, retain, or reproduce substantial portions of the Work, whether by automated polling systems, manual execution of sequential queries, or any other means.

3.5. Subscriber shall notify in writing each Authorized User of the disclaimers provided in Agreement regarding information contained in Work and restrictions for purpose of access to Work by providing Schedule C, "Information for Users," to all Authorized Users.

3.6. Subscriber agrees to acknowledge that the Work is the intellectual property of the University of Washington and copyright in the Work shall be cited in all output from the Work and/or in any reference to the output from the Work as follows: "Copyright University of Washington 2007-2016. UW Performance Based Risk Sharing Database, accessed: <https://depts.washington.edu/pbrs/index.php>."

3.7. Subscriber acknowledges that Work is for informational and educational purposes only and is not a substitute for the professional judgment of Subscriber. SUBSCRIBER'S RELIANCE UPON WORK IS SOLELY AT SUBSCRIBER'S OWN RISK.

3.8. Subscriber shall not sublicense, sell, display, lend, rent, lease or otherwise transfer all or any of Work.

3.9. Subscriber shall promptly notify UW of Subscriber's involvement in any merger or acquisition as allowed by law; such activity may impact Licensee Fee.

3.10. Subscriber shall not access Work or provide information from Work for any patient treatment.

3.11. Subscriber shall request and implement a new password to Work as necessary, such as termination of an Authorized User.

4. Subscription

4.1. For 1 year from Delivery Date, UW shall endeavor to correct program defects as identified by UW relating to Work's operation, to provide periodic updates to the content of Work as these are prepared by the Performance Based Risk Sharing Project, and to provide to Subscriber instructions in response to inquiries made in the form of electronic mail to UW at the following address:

PBRS@u.washington.edu

4.2. Any such efforts by UW, however, shall be on an "as available" basis and UW's efforts in responding to inquiries are limited to a total of 2 hours each term Subscriber licenses Work.

4.3. UW may contact Subscriber to request feedback on use of Work to assist in development of Work at mutually convenient times, up to a limit of 5 hours annually, unless Subscriber authorizes additional time.

5. Delivery

UW shall provide Subscriber access to Work by means of password and internet address for Work. Delivery is authorized by Subscriber to be made to the Technical Contact, who shall serve as Subscriber's Technical Contact for UW with respect to Work. UW shall contact Technical Contact after receipt of payment to arrange for initial training Work orientation phone call ("Delivery Date").

6. Payment

Subscriber shall pay to UW License Fee as set forth on Schedule B, due upon execution of this Agreement. Should payment not be received from Subscriber by UW within 90 days of Effective Date, UW, at its sole discretion, may terminate this Agreement without notice.

7. Term

This Agreement shall expire 1 year from Effective Date, and may be renewed annually, provided UW sends Subscriber an invoice for 1 year of service, and Subscriber's timely payment of the License Fee is received by UW.

8. Termination

8.1. Provided Subscriber has paid License Fee, Subscriber may terminate this Agreement at any time upon 30 days written notice to UW. UW shall not refund to Subscriber any portion of License Fee received by UW for early termination.

8.2. UW may terminate this Agreement upon notice if Subscriber is in breach of this Agreement and fails within 30 days of a written demand for performance to cure such breach. After notice period elapses, access to Work will be immediately terminated.

8.3. The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

8.4. Termination of this Agreement shall terminate all rights and permissions granted to Subscriber relating to Work. The obligation to pay any required License Fee survives termination of this Agreement.

9. Disclaimers

9.1. The Work has been developed as part of research conducted at the University of Washington. The Work is experimental in nature and is made available "AS IS," without obligation by UW to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Work is with Subscriber. Subscriber acknowledges that the intended audience for the Work is researchers knowledgeable in performance-based risk sharing agreements. Subscriber acknowledges that the Work is solely a selected compilation of publicly available literature, and UW makes no warranty on the accuracy, validity, completeness or availability of information cited in the Work. The information contained in the Work is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill and judgment of Authorized Users.

9.2. Subscriber acknowledges that UW is an agency of the state of Washington and has obligations to maintain public records under RCW 42.56 et seq. If UW receives a public disclosure request for Subscriber's database access records related to Work or any part thereof, UW shall notify Subscriber of the request. UW, at its sole discretion, can respond to the request. If UW releases any Subscriber database access records through an operation of law, the release shall not be deemed a breach of this Agreement.

9.3. UW expressly disclaims any and all warranties, whether express or implied, pertaining to the merchantability or fitness for a particular purpose of Work or any subject matter otherwise provided to Subscriber under this Agreement.

10. Indemnification

To the extent allowed by law, Subscriber shall indemnify and hold harmless UW, and its officers, Work developers, employees, students, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from Subscriber's possession and/or use of Work, including but not limited to any damages, losses, or liabilities whatsoever with respect to death or injury to any person and damage to any property. This indemnification clause shall survive the termination of this Agreement.

11. General

11.1. This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Washington, United States. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, U.S.A. Subscriber accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts. The application of the United Nations Convention for contracts for the International Sales of Goods is hereby expressly excluded.

11.2. Notices hereunder shall be delivered by hand, air courier express, email or certified mail with return receipt requested to the address of the Subscriber identified as the Contact, and shall be deemed delivered 3 days after mailing.

11.3. No omission or delay of either party hereto in requiring due and punctual fulfillment of the obligations of any other party hereto shall be deemed to constitute a waiver by such party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder. Amendments to this Agreement must be in writing, reference this Agreement, and be signed by duly authorized representatives of UW and Subscriber. Headings are provided for convenience only.

11.4. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

11.5. This Agreement and the rights and benefits conferred upon Subscriber hereunder may not be assigned or otherwise transferred by Subscriber without the prior written consent of UW. This Agreement may be assigned by UW.

11.6. Failure of UW to perform or delay in the performance of UW's obligations under this Agreement due to any cause or event not reasonably within UW's control, including but not limited to casualty, labor disputes, failure of equipment, compliance with government authority or Act of God, shall not constitute a breach of this Agreement, and UW's performance shall be excused during such delay.

11.7. This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof.

11.8. UW and Subscriber have executed this Agreement by their respective duly authorized representatives on the dates given below.

Subscriber

University of Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A Work

The Performance Based Risk-Sharing (“PBRs”) database was developed by the Pharmaceutical Outcomes Research and Policy Program at the University of Washington’s School of Pharmacy with the objective to identify, collect, and characterize publically available information on the use of “performance-based” reimbursement models for new medical products. We define performance-based risk-sharing schemes as arrangements between a payer and a manufacturer in which the price, level, and/or nature of reimbursement are related to the actual future performance of the product in either the research or “real-world” environment. The PBRs website provides direct secure access to a continuously updated, searchable database of PBRs schemes.

Schedule B
License Fee and Contact Information

Select the appropriate access level and license fee below by filling in where indicated. Indicate total License Fee to the right. Fees are valid for 1 year of access beginning on the Effective Date and renewed as of Sections 6 and 7 of this Agreement.

		Per Site Fee
Subscribers with greater than or equal to 1000 employees	Key Restrictions: For a single organization's use.	\$17,500
Subscribers with less than 1000 employees	Key Restrictions: For a single organization's use.	\$9,500

Contact license@uw.edu to arrange for all other uses, including use by Education and Governments.

Subscriber shall be responsible for any charges, taxes and/or customs duties associated with payments made under this Agreement.

Subscriber Information Table	
Organization Name: _____ Address: _____ _____	Subscriber Technical Contact Name: _____ Title: _____ Phone: _____ Email: _____ FAX: _____
Subscriber Administrative Contact Name: _____ Title: _____ Phone: _____ Email: _____ FAX: _____	

Payment

All Fees identified in the table above are payable by check, wire transfer, or any other mutually agreed upon and generally accepted method of payment. All checks to University will be made payable to "University of Washington" and will be mailed to:

UW CoMotion
University of Washington
4311 11th Avenue NE, Suite 500
Seattle, WA 98105-4608

Upon request, University shall deliver to Organization written wire transfer instructions. Wire transfer is subject to an additional \$30 fee to be added to the payment.

Invoices for the fees shall be invoiced by University. University will include Organization's Purchase Order (PO) numbers on the invoice for the initial Annual Subscription Fee if Organization enters such PO number here: _____.

Schedule C Information for Users

Your company is a Subscriber to University of Washington's Performance Based Risk Sharing Database (PBRs)

Subscribers are required to notify Authorized Users of the disclaimers and restrictions related to the PBRs. Your company is providing this information sheet to you as an Authorized User. The information outlines conditions on use of the PBRs.

Authorized Users:

- Only authorized users may access and use the PBRs and no access can be granted for any third party purpose.
- Authorized Users are defined in the license Agreement as the following:
“Authorized User” means current employees or students of the Subscriber, who are permitted to access the Work from within the Subscriber's premises or from such other places where Authorized Users occasionally perform their work for the Subscriber, who are conducting work for only the Subscriber's benefit, have been notified of the disclaimers in the Agreement, and who have been given a password by Subscriber.

Use:

- Users may display, query, and view results from the PBRs.
- User may not sublicense, sell, publicly display, lend, rent, lease or otherwise transfer all or any of the PBRs.
- Users shall not access the PBRs or provide information from the PBRs for any patient treatment.

Downloading:

- As an Authorized User, you may download portions of the PBRs.
- You may save individual articles displayed in the PBRs format on your desktop for temporary use. You shall remove such portions of the PBRs and/or articles displayed in the PBRs format as soon as practicable.
- You shall NOT access or download any portion of the PBRs using automated polling systems. You shall NOT download, retain, or reproduce substantial portions of the Work, whether by automated polling systems, manual execution of sequential queries, or any other means.
- You shall not share the PBRs with anyone other than other Authorized Users in your company. You may not send downloaded or printed portions of the PBRs to external contacts, clients or other persons who are not Authorized Users or Subscriber Clients.
- You may not download the entire PBRs or substantial portions of the PBRs for any purpose, including local storage or use.

Printing:

- You may print output from the PBRs provided the printouts are for internal use or are for Subscriber Communication and do not constitute a substantial portion of the PBRs.

Information for Users

Intellectual Property and Copyright:

- The PBRs is the intellectual property of the University of Washington.
- Copyright in the PBRs is by the University of Washington and should be cited as follows: "Copyright University of Washington. Performance Based Risk Sharing Database. Accessed: <https://depts.washington.edu/pbrs/index.php>." Any use of the Work by the Subscriber's Authorized Users in publications shall include a citation to the PBRs as a footnote and/or in the reference or acknowledgment section as follows: "This information is based on or an extract from the UW Performance Based Risk Sharing Database (PBRs), Copyright © 2007-2015 University of Washington. PBRs Accessed: <https://depts.washington.edu/pbrs/index.php>."
- In licensing the PBRs, your company does not acquire any proprietary interest in the PBRs.
- You may not remove or obscure rights management markings, such as copyright notices and patent numbers, from the PBRs or from any printout from the PBRs.

Disclaimers:

- The PBRs has been developed as part of research conducted at the University of Washington. The PBRs is experimental in nature and is made available "AS IS," without obligation by UW to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of the PBRs is with Subscriber.

Contact for Questions and Information on the Subscription Agreement:

The Performance Based Risk Sharing Database (PBRs) is made available through a Subscription Agreement between your company and the University of Washington and use of the PBRs is defined by the terms and conditions of the Subscription Agreement. For additional information on the Subscription Agreement, please contact administrative or legal advisors in your company. (Contact info to be filled out by Subscriber)

Contact name: _____
Title: _____
Email: _____
Phone: _____

For Technical Information on the PBRs:

Contact:

Josh Carlson

PBRs@u.washington.edu

206.543.9649