

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0	0	0	0

No. ADDITIONAL FTE POSITIONS (Cumulative)					
---	--	--	--	--	--

Is Item Included In Current Budget? Yes ___ No X
 Does this item include the use of federal funds? Yes ___ No X

Budget Account No.:
 Fund ___ Dept ___ Unit ___ Object ___ Program Code ___ Program Period ___

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 No County funding is required.

C. Departmental Fiscal Review: DocuSigned by: Julie Dowe 05AC9C7CC5BC444
 Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Steve R. 6/29/2020
 OFMB 6/29/20 BR 6/29/20

Archie Satchell 6/30/2020
 Contract Development and Control 6/29/20 TS

B. Legal Sufficiency:

Helene C. Satchell 6-30-2020
 Assistant County Attorney

C. Other Department Review:

DocuSigned by: Archie Satchell E0520A278CED417...
 Department Director

This summary is not to be used as a basis for payment.



REDCap End User License Agreement

REDCap Non-Profit End-User License Agreement

PLEASE CAREFULLY READ THE FOLLOWING AGREEMENT.

BY SELECTING THE "I AGREE" BUTTON AT THE END OF THIS AGREEMENT, YOU INDICATE YOUR ACCEPTANCE OF ITS TERMS AND CONDITIONS AND AGREE TO BE BOUND AND TO BIND YOUR ORGANIZATION, AS SET FORTH HEREIN. YOU REPRESENT AND WARRANT THAT YOU HAVE THE REQUISITE AUTHORITY AND LEGAL CAPACITY TO BIND YOUR ORGANIZATION TO THIS AGREEMENT.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, SELECT "I REJECT" AT THE BOTTOM OF THIS 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."

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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 (<https://projectredcap.org/>).
- 1.2 "Consortium Member" is an institutional partner of the Consortium.
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- 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:
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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.

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- 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.
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- 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.

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5. WARRANTY

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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 Licensee qualifies as an Eligible Licensee (as defined in Section 2.7 above).
- 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 (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.

Amendment:

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK THE "ACCEPT" BUTTON, INSTALL OR USE THE REDCap SOFTWARE.

* must provide value

- I Agree to the above contract and agree to be legally bound by its terms and conditions
- I Reject the above contract and do not agree to be bound by its terms and conditions

reset

Licensee:

Institution/Organization Name

(Please use your organization's full name)

* must provide value

Palm Beach County Board of County Commissioners
NO ABBREVIATIONS - please spell out the full name of your organization

Link to Your Institution/Organization's Website

* must provide value

www.pbcgov.org

Institution/Organization Type

* must provide value

Government

Street Address

* must provide value

301 N. Olive Ave. FRNT

Expand

Suite/Room/Unit/Bldg/Floor/Box

City

* must provide value

West Palm Beach

State / Province

* must provide value

Florida

Zip Code / Postal Code

33401-4703

Country

* must provide value

United States

License Agreement Contact

(Individual responsible for contracts and matters relating to this license agreement)

Name of License Agreement Contact*

* must provide value

Dave Kerner

first and last name

*The individual signatory above represents that he/she is authorized to execute this Agreement on behalf of the Licensee.

Job Title

* must provide value

Mayor

Phone Number

561-355-2203

Email Address

* must provide value

dkerner@pbcgov.org

DO NOT USE A THIRD-PARTY ACCOUNT (e.g. Gmail, Yahoo!, Hotmail, Comcast)

Next Steps

Please tell us whom we should contact about the rest of the REDCap licensing and installation process.

The email address below will

- (1) receive notification of the finalized license agreement and
- (2) be responsible for sending the sign-up survey link to the IT team that will be installing REDCap.

If you are only interested in changes to this EULA, please see section 2.5 above.

The automated system can accept only ONE email address. Please select someone you can rely on to make the necessary contacts at your organization.

Completing the sign-up survey mentioned in (2) is the only way to receive access to the REDCap source code and documentation.

Name of Follow-up Person

* must provide value

Casey Messer

first and last name

Email Address for Follow-up

(This email address will receive the follow-up messages from this form submission.)

* must provide value

cmesser@pbcgov.org

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What happens after submission?

Your submission will be reviewed by the REDCap team and Vanderbilt's Center for Technology Transfer and Commercialization. This process could take up to two weeks.

If you have any questions, please email us at: redcap@vumc.org

Submit

Dave Kerner, Mayor

Approved As To Form
And Legal Sufficiency

By: _____
Senior Assistant County Attorney

DocuSigned by:
Helene C. Hvizd
BF3DE20B2223413

Approved As To Terms
And Conditions

By: _____
Department Director

DocuSigned by:
Taruna Malhotra
1459E4101F1040C