

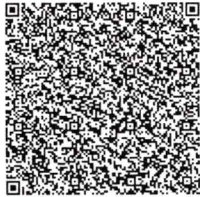


INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No. : IN-DL46838421383535V
Certificate Issued Date : 13-Jan-2023 11:36 AM
Account Reference : IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL73210367307437518979V
Purchased by : EXTENSION FOR COMMUNITY HEALTHCARE OUTCOMES
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : EXTENSION FOR COMMUNITY HEALTHCARE OUTCOMES
Second Party : SWAMI RAMA HIMALAYAN UNIVERSITY
Stamp Duty Paid By : EXTENSION FOR COMMUNITY HEALTHCARE OUTCOMES
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

Memorandum Of Understanding

SWAMI RAMA HIMALAYAN UNIVERSITY
Swami Ram Nagar, Jolly Grant,
Dehradun, Uttarakhand - 248016

ECHO INDIA
Building No. 76, 2nd Floor,
Okhla Industrial Area
Phase-3, New Delhi-110020

Swami Ram

[Signature]

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



EXTENSION FOR COMMUNITY HEALTHCARE OUTCOMES



Project ECHO® (Extension for Community Healthcare Outcomes)

Memorandum of Understanding

Statement of Collaboration:

Outlining Project ECHO Collaborations with Replicating Partners

The mission of Project ECHO (Extension for Community Healthcare Outcomes) at the University of New Mexico Health Sciences Center (UNMHSC) is to demopolize knowledge and amplify the capacity to provide best practice care for underserved people all over the world. In pursuit of this mission, Project ECHO® faculty, staff and partners have dedicated themselves to de-monopolizing knowledge in order to expand access to best-practice medical care across the United States, India and globally.

This is a non-contractual agreement outlining the roles and responsibilities between Project ECHO and any partner replicating our innovative model of care. A contractual companion agreement will also need to be signed by replicating organization legal representatives.

In the spirit of collaboration, ECHO India offers to/commits to the following programs and tools:

1. Host introductory-level Project ECHO® orientation events in India for interested individuals and organizations.
2. Subsequent to orientation, ECHO India will provide a more detailed training in Project ECHO® best practices and tools through an extended, on-site training or via videoconferencing or asynchronous video modules. These include, but are not limited to:
 - a. Disease-specific clinic management
 - b. Recruiting community partners
 - c. IT tools (hardware and software)
 - d. Curriculum resources and training materials, protocols and processes
 - e. Research design and evaluation processes, resources and tools
3. Provide use of existing archived teleECHO™ didactics when available.
4. Provide licensed use of IT tools, evaluation tools (both provider and patient-focused) and curriculum materials developed by Project ECHO®.
5. Provide licensed use of Zoom teleconferencing system (within our capacity and licensed use) to approved replication partners without charge through December 31, 2025. ECHO India has no liability for this product. Use of the Zoom software is exclusively limited for Project ECHO activities, as required by UNMHSC's contract with Zoom.
6. Use the trademarked Project ECHO® logo, customized for your specific program. Replicating partners will use this customized ECHO logo prominently for all ECHO activities, whether printed or online materials, marketing materials or ECHO sessions. For example, it is expected that replicating partners will place a banner of the customized logo in prominent view of the camera and audience during all ECHO activities.
7. Host an ongoing "metaECHO™," a virtual sharing of programmatic best practices among established and new replication partners using program challenges and successes as case studies. In addition, this will facilitate opening

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Project ECHO® (Extension for Community Healthcare Outcomes)

new possibilities for Project ECHO® engagement based on metaECHO™ thinking, including literature reviews and global health challenges.

8. *Will create a program of certification or verification of Project ECHO® replication programs demonstrating fidelity to the ECHO® model, as determined by ECHO India.*

In the spirit of mutual responsibility, replicating Project ECHO® partners are expected to:

1. *Send team leaders (clinicians and/or administrators) to attend the Project ECHO® orientation and subsequent trainings in Project ECHO® implementation.*
2. *Use the ECHO name as part of the name of any and all projects which are developed in collaboration with or modeled upon ECHO India, ECHO model or Project ECHO® (i.e. Scan ECHO is the Veteran's Health Administration replication project, CHC Project ECHO is the Community Health Center, Inc.'s replication project in Connecticut).*
3. *Submit proposed project name for approval by UNMHSC. Expressly forbidden is use of the name "ECHO INSTITUTE" which is reserved specifically for the Project ECHO at UNMHSC.*
4. *Follow the mission of Project ECHO® which is to demonopolize knowledge and amplify the capacity to provide best practice care for underserved people all over the world. Using Project ECHO® and its licensed materials for unapproved commercial purposes (such as selling any product or process associated with Project ECHO®) is prohibited. Financial arrangements with local or national payers to sustain the ECHO® project are acceptable, while selling the model or products is not.*
5. *Implement the four-point ECHO model:*
 1. *Use technology (teleECHO™ multipoint videoconferencing and the internet) to leverage scarce resources and create knowledge networks.*
 2. *Improve outcomes by reducing variation in processes of care and sharing best practices.*
 3. *Use case-based learning: guided practice through real-life cases with a multidisciplinary team of subject matter experts to facilitate learning by doing.*
 4. *Tracking of data to monitor outcomes. It is understood that evaluation is the most difficult and expensive element of the model, and while Project ECHO encourages use of a HIPAA-compliant centralized database in the evaluation of outcomes, it is not a requirement.*
6. *Use the trademarked Project ECHO® logo, customized for your specific program. Replicating partners will use this customized ECHO logo prominently for all ECHO activities, whether printed or online materials, marketing materials or ECHO sessions. For example, it is expected that replicating partners will place a banner of the customized logo in prominent view of the camera and audience during all ECHO activities.*
7. *Agree to cite Project ECHO® and the ECHO® model in all publications and written materials describing this work. The use of the trademarked Project ECHO® logo, title and/or model infers appropriate training from experienced faculty and staff at Project ECHO® at UNMHSC or another ECHO superhub.*
8. *Respect Project ECHO® copyright and intellectual property rights, along with any contracted terms of use, in the use of Project ECHO® didactics, curricula, software, resources and other materials.*
9. *Use the term "teleECHO™" to differentiate clinic activities from traditional telehealth or telemedicine (e.g. Hepatitis C TeleECHO Clinic; Rheumatology TeleECHO Advanced Training; teleECHO clinics.) We encourage all ECHO® replication partners to continue this differentiation and use the term "teleECHO™" in all written materials and communication.*

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[Signature]
Registrar
Swansea University

Project ECHO® (Extension for Community Healthcare Outcomes)

10. Fully implement and utilize the iECHO clinic management tool to track clinic attendance, didactics, CME, case presentations, etc. This allows all ECHO programs to track the growth and success of the model.
11. Track outcomes (with our assistance and tools, as necessary) to whatever extent possible and participate in the sharing of data outcomes with the objective of improving best practices and disease management worldwide. As more sites adopt the ECHO® model, the opportunity for global collaboration, research and data sharing/aggregation exists. Such collaborations should be conducted under separate agreement.
12. Protect patient confidentiality and privacy considerations in all aspects of Project ECHO® operations and management, in accordance with all local, state and federal mandates.
13. Use additional Project ECHO® IT tools, including iHealth/ECHO Health and teleECHO™ architecture, when appropriate. Any modification of these tools is prohibited without consultation and approval from Project ECHO® at UNMHSC. Commercial use or selling of these tools is prohibited.
14. Provide feedback to ECHO India and the ECHO Institute at UNMHSC via MetaECHO™ and direct communications. Feedback regarding challenges and solutions will be incorporated into Project ECHO® practices and used to improve Project ECHO® replication efforts worldwide. Open and multi-directional communication is highly valued.
15. Collaborate with ECHO India and the ECHO Institute on research opportunities when possible. We request the opportunity to review any presentations, abstracts or manuscripts prior to publication.

Swami Rama Himalayan University is committed to this collaboration and working with ECHO India.



(Replicating Partner Representative)



13 January 2023

(Date)

ECHO India is committed to this collaboration and working with Swami Rama Himalayan University.



(ECHO India Representative)

13/01/2023

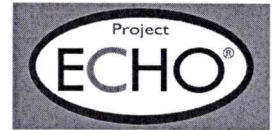
(Date)

Checked By: 

Name: Shatakshi Shahi

Title: Senior Executive- Legal

Date: 13/01/2023



Project ECHO® (Extension for Community Healthcare Outcomes)

SUBLICENSEE REPLICATION SITE INTELLECTUAL PROPERTY TERMS OF USE AGREEMENT

Effective 13th January 2023, ECHO India ("Superhub Site," as further defined below) and Swami Rama Himalayan University (a "Sublicensee Replication Site," as further defined below) agree as follows:

BACKGROUND

Project ECHO® (Extension for Community Healthcare Outcomes) ("Project ECHO") has developed 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"). ECHO India ("Superhub Site") has entered into a Project ECHO Intellectual Property Terms of Use Agreement for ECHO India (the "Superhub Site Agreement"), dated June 14 2015, with the Regents of the University of New Mexico, for its public operation known as the Health Sciences Center's ECHO Institute. Pursuant to that Superhub Site Agreement, ECHO India has the right to sublicense certain Licensed Intellectual Property (as defined below) to appropriate Sublicensee Replication sites and Swami Rama Himalayan University having its registered address at Swami Ram Nagar, Jolly Grant, Dehradun, Uttarakhand, India 248016 (the "Sublicensee Replication Site") desires to enter into this Sublicensee Replication Site Intellectual Property Terms of Use Agreement (the "Agreement") in order to obtain the rights and licenses necessary to conduct Project ECHO Activities and ECHO India desires to provide the rights and licenses to Sublicensee Replication Site to enable it to conduct Project ECHO Activities, all in accordance with Project ECHO's mission, the Superhub Site Agreement, and the terms and conditions of this Agreement.

MISSION STATEMENT

Project ECHO is a movement to demonopolize knowledge and amplify the capacity to provide best practice care for underserved people all over the world.

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

2.1 Conduct of Project ECHO Activities at Sublicensee Replication Site. Subject to the terms and conditions of this Agreement, ECHO India grants to Sublicensee Replication Site the nonexclusive right to conduct Project ECHO Activities, 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™. The name or title of the project will be determined by the organizational name used in this customized Intellectual Property Terms of Use

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Swami Rama Himalayan University
Registrar

Project ECHO® (Extension for Community Healthcare Outcomes)

Agreement.

2.2 Grant of License. In order to permit the conduct of Project ECHO Activities at Sublicensee Replication Site, ECHO India hereby grants to Sublicensee Replication Site 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, ECHO India hereby grants to Sublicensee Replication Site a right to use and produce Derivative Works in the replication and facilitation of replication of Project ECHO Activities at no cost. In addition, ECHO India hereby grants to Sublicensee Replication Site a non-exclusive right and license to create Derivative Works, which shall be subject to the terms of Section 4.2. Notwithstanding the foregoing, Sublicensee Replication Site shall not have the authority to sub-license the Licensed Intellectual Property to any third party. Specifically, the license contemplated herein is exclusive to Sublicensee Replication Site and shall not be used or purported to be used by third parties in any way as to create any additional rights or licenses not contemplated and expressly granted in this Agreement.

2.3 Noncommercial Purposes Only. Without the prior written consent of ECHO India, which consent may be withheld or conditioned at ECHO India's discretion, Sublicensee Replication Site shall use the Licensed Intellectual Property and conduct Project ECHO Activities only in a manner consistent with the Project ECHO and ECHO India's mission. Using Project ECHO for commercial purposes is prohibited. By way of example, selling or sublicensing 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 Sublicensee Replication Site is expressly prohibited. To seek permission for commercial uses or uses outside of the scope of the Project ECHO mission, please contact the Executive Director of ECHO India: Dr. Sunil Anand. Notwithstanding the foregoing, financial arrangements with local or national payers to sustain the ECHO project are acceptable. By way of example, Sublicensee Replication Site 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, 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 Sublicensee Replication Site, provide consulting services and training to Sublicensee Replication Site with respect to the conduct of Project ECHO Activities at Sublicensee Replication Site.

ARTICLE III – RESPONSIBILITIES OF SUBLICENSEE REPLICATION SITE

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

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Registrar
Swami Rama Himalayan University

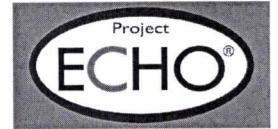
Project ECHO® (Extension for Community Healthcare Outcomes)

3.2 Obligations of Sublicensee Replication Site. *In connection with its conduct of Project ECHO Activities, Sublicensee Replication Site shall:*

- a) pay and be responsible for all costs and expenses of Sublicensee Replication Site related to the performance by Sublicensee Replication Site 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 Sublicensee Replication Site.*
- b) as further described herein, comply with all Applicable Laws and ethical rules, including, but not limited to, the laws governing Intellectual Property Rights in India. Specifically, Sublicensee Replication Site shall have the sole and exclusive responsibility of complying with applicable laws when acting both in and outside of the United States territories. This includes, but is not limited to state, local, and international laws, regulations, compliance and other requirements.*
- c) require that the Permitted PCCs and Sublicensee Replication Site 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 Sublicensee Replication Site, including written, online and marketing materials, using the Project ECHO Licensed Brand Marks (Exhibit A) customized for their specific project. Specifically, Sublicensee Replication Site must place a banner with the authorized and approved ECHO logo (customized for Sublicensee Replication Site, per the Licensed Brand Marks) in prominent view of the camera for the conduct of ECHO activities.*
- e) incorporate "Project ECHO" into the name or title of the project, which will be determined by the organizational name used in this customized Intellectual Property Terms of Use Agreement. 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 Sublicensee Replication Site. 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 Sublicensee Replication Site.*
- g) conduct Project ECHO Activities as high quality, professional services consistent with the quality of the Project ECHO Activities conducted by the ECHO Institute and ECHO India. If the quality of the activities at Sublicensee Replication Site falls below standard, Sublicensee Replication Site shall use reasonable efforts to restore such quality within a reasonable period of time. Sublicensee Replication Site agrees to permit representatives of ECHO India and the ECHO Institute to review from time to time the quality of the Project ECHO Activities conducted at Sublicensee Replication Site.*
- h) work with ECHO India and 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.*

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Registrar
Swami Rama Himalayan University



Project ECHO® (Extension for Community Healthcare Outcomes)

ARTICLE IV – INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership of Licensed Intellectual Property. This Agreement does not provide Sublicensee Replication Site 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. Sublicensee Replication Site shall reproduce and include in all copies of the Licensed Intellectual Property the copyright notices and proprietary legends of Project ECHO as they appear in the Licensed Intellectual Property and on media containing the Licensed Intellectual Property. Sublicensee Replication Site hereby understands and warrants that the Licensed Intellectual Property is the property of UNM and that its sublicense, as granted by ECHO India pursuant to this Agreement, and any rights related thereto are limited to those included and allowable by this Agreement.

4.2 License Grant back. As part of the consideration for the grant of rights to Sublicensee Replication Site under this Agreement, Sublicensee Replication Site hereby grants to ECHO India and The ECHO Institute/UNMHSC a worldwide, nonexclusive, fully sub-licensable, royalty-free right and license at no cost to use any Derivative Works prepared, developed, or conceived by Sublicensee Replication Site, its agents, employees, or contractors, in the conduct of the Project ECHO Activities by Sublicensee Replication Site or using the Licensed Intellectual Property.

ARTICLE V – DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

5.1 DISCLAIMER OF WARRANTIES. THE LICENSED INTELLECTUAL PROPERTY AND ANY SERVICES PROVIDED BY ECHO INDIA IS PROVIDED 'AS IS.' NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE LICENSED INTELLECTUAL PROPERTY OR ECHO INSTITUTE /UNMHSC AND ECHO INDIA EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES WITH RESPECT TO THE CAPABILITIES, SAFETY, UTILITY, APPLICATION OF THE LICENSED INTELLECTUAL PROPERTY OR PROJECT ECHO.

5.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL ECHO INDIA OR ECHO INSTITUTE/UNMHSC BE LIABLE TO SWAMI RAMA HIMALAYAN UNIVERSITY OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME), ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE CONDUCT OF THE PROJECT ECHO ACTIVITIES BY SUBLICENSEE REPLICATION SITE, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SAME.

ARTICLE VI – TERM AND TERMINATION

6.1 Term. This Agreement will remain valid and in force until the date that is one year after the Effective



Project ECHO® (Extension for Community Healthcare Outcomes)

Date, and thereafter shall automatically renew for consecutive one year terms unless either ECHO India or Sublicensee Replication Site shall provide the other with written notice of non-renewal at least ninety (90) days prior to the anniversary of the Effective Date. Sublicensee Replication Site understands and hereby agrees that pursuant to the ECHO Institute's contract for the Zoom software and ECHO Institute's contract with ECHO India, that software is only available to Sublicensee Replication Site until December 31, 2025 at no cost to Sublicensee Replication Site. After that date, ECHO India shall no longer be responsible for providing access to that software to Sublicensee Replication Site.

6.2 Termination. ECHO India shall be entitled to terminate this Agreement effective immediately upon written notice to Sublicensee Replication Site if Sublicensee Replication Site misuses the Licensed Intellectual Property or otherwise breaches any of the terms of this Agreement. In addition, ECHO India and Sublicensee Replication Site shall be entitled to terminate this Agreement by sixty (60) days written notice in case of breach of any terms and conditions of this Agreement. Upon termination of this Agreement, Sublicensee Replication Site shall immediately cease all use of the Licensed Intellectual Property.

ARTICLE VII – MISCELLANEOUS

7.1 Miscellaneous Terms. The following terms shall apply to this Agreement: (a) in the performance of its duties and obligations under this Agreement, each Party agrees that they shall not, directly or indirectly, violate any U.S. or India law, regulation or treaty, or any other international treaty or agreement, relating to the export or re-export of any material or associated technical data, to which the U.S. or India adheres or with which the U.S. or India complies. Further to the above, Sublicensee Replication Site understands and agrees that UNMHSC and the ECHO Institute are not providing any guidance, counsel, or support related to Sublicensee Replication Site's international activities, as such may be required, and any legal or other requirements related to those activities and the use of the ECHO model in those localities. Nothing in this agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this agreement; (b) Sublicensee Replication Site is an independent contractor of ECHO India; (c) Sublicensee Replication Site may not transfer, assign, or sublicense any of its rights, powers, duties, or obligations under this Agreement; (d) this Agreement constitutes the entire agreement between ECHO India and Sublicensee Replication Site with respect to the subject matter hereof, supersedes all prior agreements with respect thereto, and may not be modified except by written agreement; (e) this Agreement shall be construed under and governed by the laws of India without regard to its conflicts of laws principles; (f) any legal action brought under this Agreement must be brought in the Competent Court in Dehradun, India; (g) any notices to be given under this Agreement shall be given in writing. (h) upon termination of this agreement, the obligations and responsibilities of clauses 2.1, 2.3 and 3.2 shall survive such termination, i.e. ECHO activities must retain the ECHO name and brand and restrictions on selling ECHO IP to third parties remain in effect.



Swami Rama Himalayan University
Registrar

Project ECHO® (Extension for Community Healthcare Outcomes)

IN WITNESS WHEREOF, ECHO India and Sublicensee Replication Site have caused this Agreement to be signed by their duly authorized representatives as of the day and year indicated above.

Swami Rama Himalayan University

By: [Signature]

Printed name: Dr. Susheela Sharma

Title: Registrar

Date: 13 January 2023

ECHO India

By: [Signature]

Printed name: Dr. Sunil Anand

Title: Executive Director

Date: 13/01/2023

Checked By: [Signature]

Name: Shatakshi Shahi

Title: Senior Executive- Legal

Date: 13/01/2023

GLOSSARY

“Agreement” means this SUBLICENSEE REPLICATION SITE INTELLECTUAL PROPERTY TERMS OF USE AGREEMENT.

“Applicable Law” means any Indian or United States, Central, federal, or state statute, law, ordinance, policy, guidance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other legal requirement, applicable to any of the Parties herein or its business, assets, liabilities, operations, officers, directors, employees, consultants or agents.

“Derivative Works” – any collateral or materials, whether process-orientated, clinical, educational or technical, developed in the process of carrying out Project ECHO activities. Examples might include case presentation templates, evaluation resources or tools, clinical didactic presentations, grant-writing resources, community partner recruitment strategies or tools, etc.

“ECHO Institute” means the Project ECHO® Activities conducted at the University of New Mexico Health Sciences Center.





Project ECHO® (Extension for Community Healthcare Outcomes)

"Effective Date" means the date set out on the opening paragraph of this Agreement.

"Intellectual Property" means any inventions, discoveries, improvements, works of authorship or the like, including patents, patent applications, and certificates of invention; trade secrets, know how or similar rights; copyright materials; trademarks, service marks, logos, and trade dress; and similar property under any laws or international conventions throughout the world.

"Licensed Intellectual Property" means the Licensed Software Programs, the Licensed Brand Marks, the Licensed Materials, and the Licensed Know-How identified on attached Exhibit A and such intellectual property as Sublicensee Replication Site develops after the date of this agreement that it makes available to the ECHO Institute and ECHO India.

"Permitted PCCs" means primary care clinicians that provide health care to significantly underserved or uninsured patient populations, including rural and frontier providers, and providers to prison populations.

"Project ECHO® Activities" means the design, structure, and process constituting the telementoring and distance learning program developed at UNMHSC/Project ECHO® that utilizes teleconferencing, videoconferencing, internet-based assessment tools, online presentations, telephone, fax, and email communications to connect specialists with primary care providers in rural areas and prisons for the purpose of improving patient care.

"Software" means Zoom, Box, Teamwork and the Licensed Software Programs.

"Specialists" means providers employed by or affiliated with Sublicensee Replication Site who are specialists in a medical field in which conducts Project ECHO® Activities.

"Sublicensee Replication Site" means the sublicensee under the present Agreement.

EXHIBIT A

LICENSED INTELLECTUAL PROPERTY

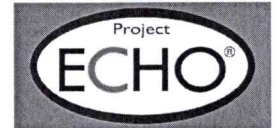
For complete and updated list see "Licensed Intellectual Property"

Licensed Trademarks:

***ECHO® U.S. Trademark Registration No. 4,212,865 (and registration application pending in India);
PROJECT ECHO® and Project ECHO® U.S. Trademark Registration No. 4,212,866 (and registration***

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Project ECHO® (Extension for Community Healthcare Outcomes)

application pending in India);
Design of Project ECHO™;
ECHO HEALTH® and ECHO Health® U.S. Trademark Registration 4,696,236 (and registration application pending in India);
ECHOSYSTEM™ U.S. Trademark Registration Application No. 86/886,884 (and registration application pending in India);
ECHOSOFT™ U.S. Trademark Registration Application No. 86/886,904 (and registration application pending in India);
IECHO™ and iECHO™ U.S. Trademark Registration Application No. 87/186157 (and registration application pending in India);
teleECHO™;
ECHO model™;
ECHO Institute™;
ECHO Care™; and
MetaECHO™

Health Care, Electronic Health Care Management, and Advisory Services Software of the ECHO Institute™ ("Licensed Software"):

iECHO™ – proprietary teleECHO™ clinic management software and database;
iHEALTH™ – proprietary patient case presentation and patient data collection/tracking software and database; and
ECHO HEALTH™ – proprietary patient case presentation, patient data collection and case management software and database.

Other Licensed Materials and Know-How:

Copyright protected materials including those concerning the set-up and operation of a facility through which Project ECHO® services are rendered and various didactic and teaching materials of a technical and instructional nature relating to health care.

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