



DATE

NAME

ADDRESS

Dear NAME:

This Letter of Understanding (“LOU”), entered into effective as of _____ (the “Effective Date”), outlines the general terms and conditions surrounding Organization’s participation in the Data Usability Taking Root Initiative (“Taking Root”) and sets forth the responsibilities, commitments, and expectations of The Sequoia Project Inc., (“Sequoia”) and _____ (“Organization”), (each a “Party” and collectively the “Parties”).

The Data Usability Taking Root Initiative (“Taking Root”) is a cross-industry community of practice to support and implement data usability guidance that leverages existing standards to address pain points from end users on the frontlines. It’s one thing to get health data to the right place at the right time; it’s quite another to make sure that data is complete and useful. The goal of Taking Root is to improve the completeness and usability of data by adopting guidance that promotes consistency across technologies and where participants can choose their own implementation pathway and pace. Taking Root is enabled by technical assistance, a community of practice, and testing platform services.

1. **ORGANIZATION PARTICIPATION.** By executing and returning this LOU, Organization agrees to participate in Taking Root as an Implementer and agrees to:
 - a. Promote Taking Root and Organization’s participation in Taking Root among Organization’s members (as applicable), partners, and in the healthcare interoperability community.
 - b. Grant Sequoia the right (in the form of a non-transferable, non-assignable license) to display and use Organization name and logo in connection with Taking Root, including as part of Sequoia marketing materials. Organization shall remain the sole and exclusive owner of all rights, title, and interest in Organization logo.
 - c. Participate, if interested, in the development of V2.0 of the Data Usability Guide, including providing comment and review of V2.0 drafts.
 - d. Identify one primary and all other points of contact for Taking Root communication between Sequoia and the Organization and agree to receive electronic Taking Root communications from Sequoia.

2. **PLEDGES OF ORGANIZATION.** By executing and returning this LOU, Organization further agrees in its role as an Implementer to:
 - a. Participate in virtual Taking Root community of practice convenings.

- b. Report the topic categories set forth in the V1.0 Data Usability Guide that Organization will adopt and implement, including the timeframes associated with such implementation, to the Taking Root Steering Committee and community of practice, with participation by supporters, implementers and sponsors. The Topic Categories are: (i) Data Provenance and Traceability of Change, (ii) Effective Use of Codes, (iii) Reducing the Impact of Duplicates, (iv) Data Integrity, Format and Trust, (v) Data Tagging, Searchability, and (vi) Effective Use of Narrative for Usability. By way of example, implementation for a service provider or vendor that may not necessarily have control over underlying data sources would include enabling applicable topic categories and promoting adoption by its customers.
- c. Use its best efforts to implement selected V1.0 Data Usability Guide topic categories in a usability-in-all-projects (UAP) approach.
- d. Self-report progress to the Taking Root Steering Committee at least every six (6) months or a mutually agreed upon cadence. Organization agrees to self-report progress utilizing a Data Usability Score Card (Score Card) that will be developed and maintained by the Taking Root Steering Committee. Self-reported progress and Score Card information may be shared with the Taking Root community of practice but will not be publicly released without consent of Organization. The Taking Root Steering Committee and Sequoia may update the Score Card from time to time, for example, to incorporate feedback from Taking Root participants and forums.
- e. Provide case studies, lessons learned, and testimonials as a result of participation in Taking Root to the Data Usability community of practice.
- f. Promote Taking Root and Organization's participation in Taking Root in presentations and other communications and among Organization's members (as applicable), partners, and in the healthcare interoperability community.

3. COMMITMENTS OF SEQUOIA. By executing this LOU, Sequoia agrees to:

- a. Establish a Data Usability community of practice and convene virtual Taking Root forums.
- b. Grant Organization access to Taking Root community of practice on-line resources.
- c. Provide Data Usability Guide implementation technical assistance and testing services in accordance with Sequoia membership status.
- d. Invite Organization to Taking Root and Data Usability Workgroup meetings, webinars, events, and other convenings.
- e. Include Organization on Taking Root communications regarding initiative news and progress.
- f. Promote Organization as a Taking Root participant.
- g. Grant Organization the right (in the form of a non-transferable, non-assignable license) to display and use the Sequoia Taking Root Implementer logo and associated credential for the sole purpose of promoting Organization's Taking Root participation. Sequoia shall remain the

sole and exclusive owner of all rights, title, and interest in and to the Sequoia Taking Root Implementer logo.

4. JOINT COMMITMENTS OF THE PARTIES. Sequoia and Organization agree to jointly promote alongside other Taking Root implementers, sponsors, and supporters, the Taking Root Initiative to partners, members, and the community.
5. FEES AND PAYMENTS. There is no financial arrangement, and no monies shall be exchanged between Sequoia and Organization as a result of this LOU or participation in Taking Root.
6. TERM AND TERMINATION. This LOU shall begin on the Effective Date and shall continue for one (1) year, subject to earlier termination as set forth in this Section 6. This LOU shall automatically renew, subject to notice of non-renewal, for successive one (1) year periods unless either Party provides the other Party with written notice of non-renewal at least thirty (30) days prior to the end of the then current term. Either Party shall have the right to terminate this LOU or any Exhibit upon thirty (30) days written notice of termination to the other Party.
7. RELATIONSHIP OF THE PARTIES. The Parties are and shall remain separate and independent entities. Nothing in this LOU is intended to or shall be construed to constitute or establish agency, joint venture, partnership, or fiduciary relationship between the Parties and neither Party shall have the right or authority to act for or on behalf of the other Party.
8. ASSIGNMENT. Neither Party may assign or transfer its rights or obligations under this LOU without express written consent of the other Party.
9. NOTICES. Any notice given by either Party shall be sufficient only if in writing and delivered either via e-mail (with confirmation of transmission) or written correspondence to the respective representatives of each Party listed below:
 - a. If to Sequoia Project:

Address:	8300 Boone Blvd. STE 500 Vienna, VA 22182
Attn:	Data Usability Taking Root
E-mail:	takingroot@sequoiaoproject.org
 - b. If to Organization:

Address:	
Attn:	
Email:	
10. ENTIRE AGREEMENT AND AMENDMENT. This LOU, including any Exhibits, constitutes the entire understanding between Organization and Sequoia and supersedes all prior agreements and understandings, whether oral or written, with respect to the subject matter hereof. This LOU can only be amended in a writing signed by both Parties.
11. COUNTERPARTS. This LOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one LOU.

12. GOVERNING LAW AND VENUE. This LOU shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Virginia.

By signing below, you affirm that you have the authority to commit Organization to the terms set forth in this LOU and that Organization agrees to these terms.

Sincerely,

THE SEQUOIA PROJECT, INC.

By: _____

Name: Mariann Yeager

Title: Chief Executive Officer

Acknowledged and agreed to:

[ORGANIZATION]

By: _____

Name:

Title: