



DATE

NAME

ADDRESS

Dear NAME:

This Pledge Agreement (“Pledge”), 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 for the purpose at hand. The goal of Taking Root is to improve the completeness and usability of data by adopting guidance that promotes consistency across technologies and where Taking Root 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 Pledge, Organization agrees to participate in Taking Root as a Supporter 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. Participate, if interested, in the development of V2.0 of the Data Usability Guide, including providing comments and review of V2.0 drafts.
  - c. Participate in virtual Taking Root community of practice convenings.
  - 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. **COMMITMENTS OF SEQUOIA.** By executing this Pledge, 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. Invite Organization to Taking Root and Data Usability Workgroup meetings, webinars, events, and other convenings.
  - d. Include Organization on Taking Root communications regarding initiative news and progress.
  - e. Promote Organization as a Taking Root participant.
  
3. **TESTING SERVICES.** Organization may choose to contract separately with Sequoia for Data Usability Guide implementation technical assistance and testing services in support of the Taking Root program. Terms for access to and use of such testing tools and services are outside the scope of this

Pledge and are governed by the Sequoia Project Interoperability Testing Platform (ITP) Access Agreement.

4. LICENSE OF INTELLECTUAL PROPERTY.

- a. Organization agrees to grant Sequoia a limited, revocable, non-exclusive, non-transferable, non-assignable license to display and use Organization name and logo, solely to identify Organization as a Supporter on the Taking Root webpage and in promotions, press releases, or publications in connection with Taking Root. The license granted to Sequoia is valid for the term of this Pledge. Organization shall remain the sole and exclusive owner of all rights, title, and interest in Organization logo, unless otherwise provided. Organization represents and warrants that Organization name and logo does not and will not violate or infringe upon any patent, copyright, trademark, or any other personal or property right of any third party.
- b. Sequoia agrees to grant Organization a limited, revocable, non-exclusive, non-transferable, non-assignable license during the term of this Pledge and subject to the terms and conditions of this Pledge to display and use the Sequoia Taking Root Supporter logo and associated credential for the sole purpose of promoting Organization's Taking Root participation. Sequoia retains the right to review and approve in advance all uses of the Sequoia Taking Root Supporter logo, which approval shall not be unreasonably withheld. Organization agrees that it shall not use the Sequoia Taking Root Supporter logo in a manner that states or implies that Sequoia endorses Organization or its products or services. The license granted to Organization is valid for the term of this Pledge. Sequoia shall remain the sole and exclusive owner of all rights, title, and interest to all Sequoia information, including Sequoia's logos, trademarks, tradenames, and copyrighted information, unless otherwise provided.

5. FEES AND PAYMENTS. There is no financial arrangement, and no monies shall between exchanged between Sequoia and Organization as a result of this Pledge or participation in Taking Root.

6. DISCLAIMER AND LIMITATION OF LIABILITY. Other than as expressly set forth in this Pledge, Organization and Sequoia make no express or implied warranties related to their participation in this Pledge. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

7. TERM AND TERMINATION. This Pledge shall begin on the Effective Date and shall continue for one (1) year. This Pledge 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 Pledge: (i) upon fifteen (15) days prior written notice of termination to the other Party if the other materially breaches any term set forth herein, or (ii) at any time for any reason upon thirty (30) days prior written notice. Upon termination of this Pledge, all rights, and privileges for use of the other party's name and logo provided in Section 4 shall expire, and each party shall discontinue the use of such other party's name and logo.

8. RELATIONSHIP OF THE PARTIES. The Parties are and shall remain separate and independent entities. Nothing in this Pledge 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.
9. ASSIGNMENT. Neither Party may assign or transfer its rights or obligations under this Pledge without express written consent of the other Party.
10. 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:	<a href="mailto:takingroot@sequoiaoproject.org">takingroot@sequoiaoproject.org</a>

b. If to Organization:	Address:	
	Attn:	
	Email:	

11. ENTIRE AGREEMENT AND AMENDMENT. This Pledge 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 Pledge can only be amended in a writing signed by both Parties.
12. COUNTERPARTS. This Pledge may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one Pledge.
13. GOVERNING LAW AND VENUE. This Pledge 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 Pledge 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: