

**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 develop the capacity to safely and effectively treat chronic, common, and complex diseases in rural and underserved areas, and to monitor outcomes of this treatment. 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 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, Project ECHO offers to/commits to the following programs and tools:**

1. Host introductory-level Project ECHO orientation events in Albuquerque, NM for interested individuals and organizations.
2. Subsequent to orientation, Project ECHO will provide a more detailed training in Project ECHO best practices and tools via an extended visit to Project ECHO at UNMHSC, through 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. 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 new possibilities for Project ECHO engagement based on metaECHO thinking, including literature reviews and global health challenges.
6. Will create a program of certification or verification of Project ECHO replication programs demonstrating fidelity to the ECHO model, as determined by Project ECHO at UNMHSC.

**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 UNMHSC Project ECHO or the ECHO Institute (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. Follow the mission of Project ECHO which is to serve the underserved. 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.

4. Implement the Four-Point ECHO model:
  - a. Use technology (teleECHO conferencing and the internet) to leverage scarce healthcare resources.
  - b. Improve outcomes by reducing variation in processes of care and sharing "best practices."
  - c. Use case-based learning: co-management of cases with a team of multidisciplinary specialists.
  - d. 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.
5. Use the trademarked Project ECHO logo.
6. 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.
7. 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.
8. Use the term "teleECHO" to differentiate clinic activities from traditional telehealth or telemedicine (e.g. Hepatitis C teleECHO Clinic; Rheumatology teleECHO Advanced Training; teleECHO Orientation.) We encourage all ECHO replication partners to continue this differentiation and use the term "teleECHO" in all written materials and communication.
9. 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.
10. Protect patient confidentiality and privacy considerations in all aspects of Project ECHO operations and management, in accordance with all local, state and federal mandates.
11. Use Project ECHO IT tools, including iHealth, iECHO 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.
12. Provide feedback to Project ECHO 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.
13. Collaborate with Project ECHO on research opportunities when possible. We request the opportunity to review any presentations, abstracts or manuscripts prior to publication.

Manipal University is committed to this collaboration and working with Project ECHO at UNMHSC.

Dr. H Vinod Bhat  
Pro Vice Chancellor

  
**Dr. H. Vinod Bhat**  
**Pro Vice-Chancellor**  
**Manipal University**  
**Manipal - 576 104**

date

7 August, 2013

The ECHO Institute at UNMHSC is committed to this collaboration and working with Manipal University.

Dr. Sanjeev Arora

Director, ECHO Institute

date

  
19 Aug 2013

## PROJECT ECHO® INTELLECTUAL PROPERTY TERMS OF USE AGREEMENT

Effective [DATE], The Regents of the University of New Mexico, for its public operation known as the Health Sciences Center (“UNMHSC”), specifically for the School of Medicine a state institution of higher education and “Manipal University” agree as follows:

### BACKGROUND

The University of New Mexico Health Sciences Center has developed Project ECHO® (Extension for Community Healthcare Outcomes), a pioneering telehealth 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”) the rights to which have been assigned or licensed to UNMHSC for protection and to be made available for public use and benefit. Manipal University desires to obtain the rights and licenses necessary to conduct Project ECHO Activities at Manipal University and UNMHSC desires to provide the rights and licenses to Manipal University to enable it to conduct Project ECHO Activities, all in accordance with Project ECHO’s mission and the terms and conditions of this Agreement.

### MISSION STATEMENT

The mission of the Project ECHO is to develop the capacity to safely and effectively treat chronic, common, and complex diseases in rural and underserved areas, and to monitor outcomes of this treatment.

### 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 AT AHC

**2.1 Conduct of Project ECHO Activities at Manipal University.** Subject to the terms and conditions of this Agreement, UNMHSC grants to Manipal University the nonexclusive right to conduct Project ECHO Activities at Manipal University, 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™.

**2.2 Grant of License.** In order to permit the conduct of Project ECHO Activities at Manipal University, UNMHSC hereby grants to Manipal University a nonexclusive right and license to use and reproduce the Licensed Intellectual Property in the conduct of Project ECHO Activities at no cost.

**2.3 Noncommercial Purposes Only.** Without the prior written consent of UNMHSC, which consent may be withheld or conditioned at UNMHSC’s discretion, Manipal University shall use the Licensed Intellectual Property and conduct Project ECHO Activities in a manner consistent with the Project ECHO mission, which is to serve the underserved. Using Project ECHO for unapproved commercial purposes is prohibited. By way of example, selling 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 AMC is expressly prohibited. To seek permission for



any other commercial, please contact the Project ECHO Director. However, financial arrangements with local or national payers to sustain the ECHO project are acceptable. By way of example, Manipal University 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.
- d) accept funding from pharmaceutical companies to support ECHO-related activities.

**2.4 Consulting Services.** UNMHSC Project ECHO may, under separate arrangements with Manipal University, provide consulting services and training to Manipal University with respect to training for and the conduct of Project ECHO Activities at Manipal University.

### ARTICLE III – RESPONSIBILITIES OF AMC

**3.1 Conduct of Project ECHO Activities at Manipal University.** Manipal University shall implement and conduct Project ECHO.

Activities at Manipal University in accordance with this Agreement and in accordance with the Project ECHO Guidelines.

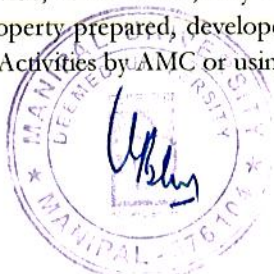
**3.2 Obligations of AMC.** In connection with its conduct of Project ECHO Activities, Manipal University shall:

- (a) pay and be responsible for all costs and expenses of AMC related to the performance by University 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 Manipal University.
- (b) comply with all Applicable Law and ethical rules, including copyright;
- (c) require that the Permitted PCCs and Manipal University 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 AMC using the Project ECHO Licensed Brand Marks (Exhibit A). The Project ECHO Activities of Manipal University shall be conducted as high quality, professional services consistent with the quality of the Project ECHO Activities conducted by UNMHSC Project ECHO. If the quality of the activities at Manipal University falls below that standard, Manipal University shall use reasonable efforts to restore such quality within a reasonable period of time. Manipal University agrees to permit representatives of UNMHSC and UNMHSC Project ECHO to review from time to time the quality of the Project ECHO Activities conducted at Manipal University.

### ARTICLE IV – INTELLECTUAL PROPERTY RIGHTS

**4.1 Ownership of Licensed Intellectual Property.** This Agreement does not provide Manipal University 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. Manipal University shall reproduce and include in all copies of the Licensed Intellectual Property the copyright notices and proprietary legends of UNMHSC and/or UNM as they appear in the Licensed Intellectual Property and on media containing the Licensed Intellectual Property.

**4.2 License Grantback.** As part of the consideration for the grant of rights to AMC under this Agreement, AMC hereby grants to UNMHSC and to UNM a worldwide, nonexclusive, fully sub-licensable, royalty-free right and license at no cost to use and exploit any Agreement Intellectual Property prepared, developed, or conceived by AMC, its agents, employees, or contractors, in the conduct of the Project ECHO Activities by AMC 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 UNMHSC OR UNM IS PROVIDED “AS IS.” NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE LICENSED INTELLECTUAL PROPERTY OR PROJECT ECHO® AND UNMHSC AND UNM 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 UNMHSC, UNM OR PROJECT ECHO® BE LIABLE TO MANIPAL 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 MANIPAL UNIVERSITY, 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**

**6.1 Term.** This Agreement will remain valid and in force until the date that is one year after the Effective Date, and thereafter shall automatically renew for consecutive one year terms unless either UNMHSC or Manipal University shall provide the other with written notice of non-renewal at least ninety (90) days prior to the anniversary of the Effective Date.

**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, Manipal University shall comply with all Applicable Law, including U.S. export law; (b) Manipal University is an independent contractor of UNMHSC; (c) Manipal University 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 UNMHSC and Manipal University 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 the State of New Mexico without regard to its conflicts of laws principles; (f) any legal action brought under this Agreement must be brought in state or Federal court in New Mexico; (g) any notices to be given under this Agreement shall be given in writing.

IN WITNESS WHEREOF, UNMHSC and Manipal University have caused this Agreement to be signed by their duly authorized representatives as of the day and year indicated above.

UNMHSC/Project ECHO

Manipal University

By: Sanjeev Arora

By: 

Printed Name: SANJEEV ARORA

Printed Name: **Dr. H. Vinod Bhat  
Pro Vice-Chancellor  
Manipal University  
Manipal - 576 104**

Title: Director, Project ECHO

Title: \_\_\_\_\_

Date: 19 August 2013

Date: 7 August, 2013

## GLOSSARY

“Agreement” means this PROJECT ECHO TERMS OF USE AGREEMENT.

“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.

“Manipal University Specialist” means providers employed by or affiliated with Manipal University who are specialists in a medical field in which Manipal University conducts Project ECHO Activities.

“Applicable Law” means: (i) for a Manipal University that is not a federal entity, all applicable state statutes and regulations, as well as all applicable Federal statutes, regulations, and policy requirements; and, (ii) for a Manipal University that is a federal entity, all applicable Federal statutes, regulations, and policy requirements.

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

“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 UNMHSC develops after the date of this agreement that it makes available to Manipal University.

“Permitted PCCs” means primary care Clinics 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 telehealth 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.

“Project ECHO Guidelines” means written guidelines, operational rules, and reporting requirements developed by UNMHSC Project ECHO from time to time for the conduct of Project ECHO Activities at all institutions and organizations that conduct Project ECHO Activities.

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



**EXHIBIT A**  
**LICENSED INTELLECTUAL PROPERTY**

Licensed Brand Marks:

“ECHO”  
“PROJECT ECHO” (the wordmark)  
“PROJECT ECHO” (the design)

Health Care, Electronic Health Care Management, and Advisory Services:

“iECHO”  
“iHEALTH”

Licensed Materials and Know-How:

Copyrighted materials concerning the set-up and operation of a Project ECHO facility and various didactic and teaching materials of a technical and instructional nature relating to health care.

