

**DATA SHARING AGREEMENT**  
**between**  
**TELEMETRIC AND HOLTER ECG WAREHOUSE**  
**at the**  
**UNIVERSITY OF ROCHESTER**  
**and**

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This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ between the Telemetric and Holter ECG Warehouse (“THEW”) of the University of Rochester and \_\_\_\_\_ (“PROVIDER”).

THEW is a data warehouse used as a non-commercial repository of ECG datasets comprised of large amounts of digital ECG signals that will be useful for the development of novel ECG technologies related to the development of ECG markers that can help in the assessment of cardiotoxicity.

PROVIDER has developed one or more data sets of digital ECG signals as more fully set forth below (the “Data”). PROVIDER is the full owner of such Data and is providing the Data to THEW on the terms set forth herein.

Therefore, PROVIDER agrees to share the following Data to THEW:

1. Description of Data :

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2. The Data was obtained pursuant to the (name of study) \_\_\_\_\_ research study under the following conditions:

- a. PROVIDER certifies that it has all necessary rights, power and authority to transfer the Data to THEW for use in the THEW database.

- b. PROVIDER certifies that no personal health identifiers are included in the Data or that appropriate patient consent and HIPAA authorization or IRB/HIPAA board waiver has been obtained for all identifiable Data.
  - c. If Data is comprised of ECG signals obtained from patients outside of the U.S., PROVIDER certifies that all applicable laws and regulations for the transfer of the Data to THEW have been complied with; and
  - d. In the event PROVIDER becomes aware of any inadvertent disclosure of personal health information as provided under HIPAA regulation, PROVIDER will promptly inform THEW and PROVIDER and THEW agree to take all commercially reasonable measures to remove such information from the Data and the THEW database.
3. PROVIDER represents that no intellectual property pre-commitments exist for the Data that would interfere with the incorporation of the Data into the THEW database. PROVIDER understands that Users of the THEW database (which will include the Data), will be entitled to access and use the Data for any commercial or non-commercial research purpose without any intellectual property obligations to THEW or PROVIDER.
4. PROVIDER has made reasonable efforts to ensure that the Data is accurate.
5. PROVIDER acknowledges that THEW is not responsible for the content of the THEW database, including the Data or for monitoring the use of the database, including the Data by users.
6. This Agreement shall cover the Data shared hereunder and shall continue indefinitely unless earlier terminated at the request of either party. If PROVIDER elects to terminate this Agreement, THEW will use commercially reasonable efforts to remove the Data from the database but any access to the Data by Users prior to the date of removal shall continue to be permitted pursuant to the terms hereof.
7. Nothing in this Agreement is intended to, or shall, create any agency, partnership or exclusive relationship between the parties. Subject to the parties' obligations specified herein, each party shall be free to independently pursue related or similar business opportunities. Nothing in this Agreement shall be construed as any representations or commitment that either party will engage the services of the other for any future arrangement.
8. This Agreement is expressly made subject to all laws and regulations of the United States, without regard to any choice of law principles.
9. The terms and provisions of this Agreement represent the entire understanding of the parties with respect to the transfer of the Data by PROVIDER to THEW.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first date written above.

UNIVERSITY OF ROCHESTER  
on behalf of THEW

PROVIDER

By : \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title: