

AHRQ Evidence-Based Care (EBC) Challenge Terms and Conditions

Terms and Conditions:

By submitting a product in response to the AHRQ Evidence-Based Care (EBC) Challenge, each team and each team member represents and warrants that:

- The team and its members are the sole authors, creators, and owners of the product submitted as an entry;
- None of the intellectual property rights in the product, or any portion thereof, submitted in the entry has been assigned or transferred to anyone who is not a member of the team;
- The product, through its creation and its submission as an entry, does not violate any applicable laws;
- The product, through its creation and its submission as an entry, does not infringe upon or violate intellectual property rights held by any third person or party;
- The product submitted as an entry complies with appropriate policies, procedures and protections for access to relevant data sets to ensure all privacy requirements, intellectual property considerations, and sponsor restrictions are met.

By submitting a product in response to the AHRQ Evidence-Based Care (EBC) Challenge, each team and each team member agrees to:

- Comply with and be bound by the stated rules and decisions of the sponsors;
- Release and hold harmless the sponsors, its officers, its employees, and agents (including but not limited to, any judges or evaluators of the entries) from any claims, expenses, and liability, including but not limited to infringement of copyright, trademark, or other intellectual property rights, property damage, or death or personal injury arising out of or relating to the AHRQ Evidence-Based Care (EBC) Challenge; and,
- Indemnify, defend and hold harmless the sponsors from and against any and all claims, expenses, and liabilities arising from or relating to participation in the AHRQ Evidence-Based Care (EBC) Challenge.

License and Copyright:

Each entrant retains title and full ownership in and to their submission. Entrants expressly reserve all intellectual property rights not expressly granted under this agreement. By participating in the AHRQ Evidence-Based Care (EBC) Challenge, the entrant agrees to grant to AHRQ, the American Institutes for Research, AcademyHealth, and others acting on their behalf, a limited, non-exclusive, royalty free, worldwide, license and right to use the Submitted Product to the extent necessary to administer the AHRQ Evidence-Based Care (EBC) Challenge, and to publicly perform and publicly display the Submitted Product, including, without limitation, for advertising and promotional purposes relating to the AHRQ Evidence-Based Care (EBC) Challenge.

Subject to applicable terms regarding release and use of data, AHRQ, through its Contracting Officer, will grant permission under FAR 52.227-17(c)(1)(i) for entrants to establish claim to copyright subsisting in

scientific and technical articles based on or containing data first produced in performance of this work that are submitted for publication in academic, technical or professional journals, symposia proceedings or similar works. When claim to copyright is made, entrants shall affix the applicable copyright notice of 17 U.S.C 401 or 402 and acknowledgement of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. In such circumstances, the entrant hereby agrees to grant AHRQ, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of AHRQ.

Limits of Liability:

The sponsors and judges are not responsible for:

- Any incorrect or inaccurate information, whether caused by teams, data sources, Challenge administrators, printing errors, equipment failures or programming problems associated with the AHRQ Evidence-Based Care (EBC) Challenge;
- Technical failures, including, but not limited to, disconnections in network hardware, software, or phone lines, interruptions, or other malfunctions;
- Unauthorized human intervention in any part of the entry process of the AHRQ Evidence-Based Care (EBC) Challenge;
- Technical or human error which may occur in the administration of the AHRQ Evidence-Based Care (EBC) Challenge or the processing of entries; or
- Any injury to person or damage to property which may be caused by participating in the AHRQ Evidence-Based Care (EBC) Challenge, including but not limited to, receipt or use of any award.