

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "MOA") is made and entered into by and between Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative ("MassTech"), an independent public instrumentality of the Commonwealth of Massachusetts with a principal office and place of business at 75 North Drive, Westborough, Massachusetts, 01581, and _____, with a principal place of business at _____ ("Vendor").

Whereas, MassTech, through its eHealth Institute ("MeHI"), will be hosting patient engagement workshops (the "Workshop(s)") for Massachusetts healthcare providers ("Providers") to assist Providers in understanding electronic patient engagement ("EPE") requirements, and

Whereas, Vendor sells products or services to assist Providers in meeting electronic patient engagement requirements ("Products" or "Services") and can provide EPE Subject Matter Experts ("EPE SMEs"), and

Whereas, MassTech and Vendor agree that it would be mutually beneficial for Providers to have information about Vendor's Products and Services, and therefore desire to enter into a no-cost binding MOA under which Vendor's EPE SMEs will attend designated Workshops to provide support for MassTech, and

Whereas, in return for this support, Vendor will have the opportunity to engage with Providers who may potentially use their Products and Services,

Now, therefore, in consideration of the premises and mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERM AND TERMINATION

This MOA shall take effect as of _____ (the "Effective Date") and extend through _____ (the "Term"). Either party may terminate this MOA upon thirty (30) days prior written notice.

SCOPE

Vendor Responsibilities:

If providing EPE Workshop Education Design and Presentation:

- Vendor's EPE SMEs will develop their own EPE presentations and materials, such as PowerPoints, hand-outs, and other relevant materials, on topics specific to the Workshop(s) which they are attending.
- Vendor shall make the EPE presentations educationally focused and limited, to the extent feasible, the promotional content related to any products, services, or other items Vendor may provide to its business clients.
- Vendor shall not promote their products and services during EPE Workshop presentations, except to the extent necessary to relevantly support their educational EPE content. In all cases, such promotion must be minimized. Vendor shall refrain from product demonstrations in their presentations.
- All EPE presentations shall be submitted to MassTech for review and approval, in writing, at least ten (10) business days prior to the EPE Workshop in which Vendor will present such presentation(s).
- Only SMEs included in Vendor's initial proposal may present at an EPE Workshop, unless a substitution is agreed upon by MassTech in advance.

If providing EPE Workshop Organization Support:

- Vendor’s EPE SMEs will provide organizational support to assist in the coordination of the EPE Workshops, in particular related to other vendors who participate in the EPE Workshops (“Organizational Support”).
- Organizational Support will include: Working with MassTech staff to define the scope, objectives, and deliverables for an EPE Workshop; Providing assistance in developing the related EPE Workshop agenda; Providing input and/or review communication materials to promote the EPE Workshop; Identifying vendors who can present the educational topics defined for the EPE Workshop; Coordinating with these vendors on behalf of MassTech; Reviewing the EPE presentation(s) of these vendors on behalf of MassTech; Assisting in identifying and remediating risks or issues in these presentations; Participating in EPE Workshop development meetings or calls with MassTech; Other relevant activities that may support the organization of EPE Workshops.
- Vendor agrees to act on behalf of and in the best interest of MassTech.
- Vendor agrees to provide Organizational Support in a public setting in a manner that is not influenced by Vendor’s competitive or proprietary interests. Therefore Vendor will not engage in Organizational Support pertaining to another vendor if they are a competitor that vendor, and will disclose any competitive interests at the time MassTech requests Organizational Support. In this case, MassTech will use alternative means to handle the Organizational Support related to competing vendors.

Promotional Products and Collateral:

Vendor may offer a free trial of Products or Services that will be available to Providers (“Promotional Products”). MassTech, in its sole discretion, can approve or deny the offer for Promotional Products. Approval must be requested at least ten (10) business days prior to the date the promotion of the EPE Workshop becomes public. MassTech may list the offer for such Promotional Product in press releases or promotions. To request approval in writing, Vendor will provide:

- A description of the Promotional Product(s)
- Conditions for Providers to receive the Promotional Product(s)
- Support Vendor will provide to Providers who want to use the Promotional Product(s)

MassTech will not be a party to any agreement between Vendor and Participants related to any Promotional Products. Vendor shall take full responsibility for any support Participants may need to take advantage of the Promotional Products. For this purpose, MassTech will forward all inquiries related to the Promotional Products to Vendor, and Vendor agrees to reasonably respond to these inquiries.

Vendor agrees not to make any unapproved or undisclosed offers for Promotional Products during an EPE Workshop. Prior to approval to offer a Promotional Product, MassTech may require a signed Memorandum of Understanding to formalize the requirements surrounding such Promotional Products.

Vendor may also, without prior approval, offer promotional collateral of nominal value, such as pens or other items with Vendor’s name. (“Promotional Collateral”).

Vendor shall keep all demonstrations, Promotional Products and Promotional Collateral limited to a specific area designated by MassTech.

MassTech Responsibilities:

- MassTech will be the owner, host, and main presenter of the EPE Workshops.

- MassTech will provide a designated area for Vendor to present and offer Promotional Products and Promotional Collateral at the EPE Workshop at no cost to Vendor.
- MassTech will provide a list of Participants who agreed to be contacted by vendors during EPE Workshop registration.
- MassTech will forward any inquiries to Vendor from Providers who need technical support for any Product or Service presented by Vendor at the Workshop. MassTech will have no responsibility to provide technical support.

ADDITIONAL REQUIREMENTS

- Vendor shall make no statements or representations that Vendor or any of their Promotional Products, Products or Services, are endorsed by MassTech.
- During an EPE Workshop Vendor agrees to professionally engage with the Participants. During the networking sessions of an EPE Workshop, Vendor may ask Participants for business cards, offer their own business cards, and discuss their Products, Services, and other items with the Participants in a professional, low key, reasonable, and discrete manner, but Vendor shall agree to refrain from any and all overt sales discussions. Vendor may make arrangements and appointments with Participants for further discussions after the EPE Workshop. Vendor shall agree not to share the information on a business card, provided by a Participant at an EPE Workshop, with other vendors without approval from the Participant.
- Vendor agrees that MassTech cannot provide a list of all Participants to Vendor.
- After an EPE Workshop, Vendor may promote its Products and Services to Participants who either gave their business card to Vendor and/or provided consent to be contacted by vendors during registration. Vendor shall not contact Participants that did not provide such a business card or consent, unless contact information of a Participant was obtained independently of the EPE Workshop.
- Vendors who violate any provision of this MOA, or who act unprofessionally during an EPE Workshop, may be barred from contributing to future EPE Workshops by, and in the sole discretion of, MassTech.

PUBLICITY

- Vendor agrees that MassTech will take the lead in all promotions of the EPE Workshops. MassTech may list Vendor in any promotions. If Vendor is listed, Vendor will get the opportunity to approve the related text. Such approval shall not be unreasonably withheld. If Vendor fails to respond within 5 business days, MassTech can proceed with the promotions without Vendor's approval, or can remove Vendor from the promotion, and can remove Vendor from participating in the EPE Workshop.
- Vendor shall not develop their own Promotions for the EPE Workshops. Notwithstanding the foregoing, Vendor may promote the EPE Workshops via their website, newsletters, bulletins, and invite additional healthcare providers, provided Vendor bases its promotion solely on the content of MassTech's Promotions, and Vendor first seeks approval in writing from MassTech for any changes to the content of such Promotions. Vendor shall not proceed unless such approval is granted in writing by MassTech.
- MassTech, in its sole discretion, may issue press releases pertaining to the EPE Workshops, or any related matters. Vendor shall not issue any press releases related to the selection of the Vendor, the EPE Workshops, or any related matters.

INTELLECTUAL PROPERTY

Each party will retain exclusive interest in and ownership of its intellectual property, including products, logos, trademarks and other materials provided to the other under this MOA.

LIMITATIONS AND WARRANTIES

Neither party makes any warranty to the other that attendance at the Workshop will result in increased business, clients or investment.

INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the Commonwealth, MassTech, and each of their respective agents, officers, directors and employees (together with the Commonwealth and MassTech, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this MOA or false representation of Vendor under this MOA, or (ii) any negligent acts or omissions or reckless or intentional misconduct of Vendor or any of Vendor's agents, officers, directors, employees or subcontractors.

Vendor shall obtain and maintain in effect through the term of this MOA appropriate insurance coverage for its activities under this MOA, including, but not limited to, comprehensive general liability insurance (bodily injury and property damage) and professional liability insurance. At MassTech's request, Vendor will provide MassTech with copies of the certificates of insurance evidencing such coverage.

PUBLIC RECORDS

As a public entity, MassTech is subject to the Massachusetts Public Records Law (set forth at Mass. Gen. Laws ch. 66) and thus documents and other materials made or received by MassTech and/or its employees are subject to public disclosure. All information received by MassTech shall be deemed to be subject to public disclosure, except as otherwise provided herein. Vendor should assume that all documents submitted to MassTech are subject to public disclosure without any prior notice to the Vendor. If Vendor wishes to have MassTech treat certain information or documentation as confidential, Vendor must submit a written request to MassTech General Counsel that details the type of information and/or documentation that the Participant wishes to be treated as confidential along with a detailed explanation supporting the application of the statutory exemption(s) from the Public Records Law cited by Vendor. MassTech General Counsel will issue a written determination within a reasonable period of time concerning the applicability of an exemption from disclosure under the Public Records Law. MassTech General Counsel is the sole authority within MassTech for making determinations on the applicability and/or assertion of an exemption to the Public Records Law.

NO EMPLOYMENT RELATIONSHIP

Nothing in this MOA shall be construed to create an employment or agency relationship, partnership or joint venture between the parties. Neither party has the authority to enter into contracts or make representations on behalf of the other.

**The Massachusetts Technology Park Corporation
d/b/a Massachusetts Technology Collaborative**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____