1. BACKGROUND

   a. The AAMC’s Curriculum Inventory (“CI”) is a web-based application designed to serve as the premier benchmarking and reporting tool on content, structure, delivery, and assessment of U.S. and Canadian medical school curricula. Authorized medical schools share their curriculum inventories with AAMC so that national reports using graphical interpretations of both aggregate and historical curriculum data can be generated on various topics. These reports can be useful to facilitate continuous quality improvement, facilitate discussion among curriculum committees and teaching faculty, support schools’ accreditation monitoring, enhance medical education research, and inform legislators, media, and the general public. The CI has been developed to conform to MedBiquitous® standards and specifications, promoting standardization of curriculum information.

   b. The AAMC recognizes that schools often work with curriculum and learning management vendors and consultants to manage their curriculum information and to facilitate mapping curriculum data.

   c. To encourage the standardization of curriculum information and to support vendors working with authorized medical school users of the Curriculum Inventory, the AAMC has established the Program.

2. PARTICIPATING VENDOR’S RESPONSIBILITIES

   a. Participating Vendor shall:

      i. Meet and adhere to current, applicable AAMC Curriculum Inventory standards and specifications when working with school curriculum inventory data, unless directed otherwise by the client school.

      ii. Meet any technical requirements provided by the AAMC to interact with the CI application, including but not limited to, providing IP address(es) and using XML tools (https://www.aamc.org/download/363808/data/cixmltools.pdf);

      iii. Adhere to CI Business Rules, which the AAMC may update from time to time (current version available at https://www.aamc.org/download/348854/data/cibusinessrules.pdf);
iv. Provide timely feedback to the AAMC on client needs, technical feasibility of new features, user experience with the Curriculum Inventory submission process, and feedback on new AAMC Curriculum Inventory initiatives, through webinars, in-person meetings, and survey/evaluation tools as provided by the AAMC;

v. Promptly update the AAMC of any changes to company name, logo, contact information, and main point of contact;

vi. Maintain at least one client school that is an authorized medical school and an active user of the CI (an exception is given to a Participating Vendor in its first year of participation that is participating in anticipation of gaining client schools);

vii. Annually, and when a CI client school is added or dropped, disclose which schools are Participating Vendor’s CI clients; and

viii. Comply with any terms of use presented in the CI or on the AAMC website, including but not limited to, the AAMC Website Terms and Conditions (available at https://www.aamc.org/44864/terms.html), which is hereby incorporated by reference. In the event of a conflict, this Agreement shall control.

b. Participating Vendor is prohibited from using the CI and related resources to benefit clients that are not authorized to be medical schools that use the CI. Authorized medical schools include all current AAMC member medical schools, as available on the AAMC website (https://members.aamc.org/eweb/), as well any other medical schools with which the AAMC has entered into a licensing agreement for the CI.

c. The AAMC will suspend or discontinue Participating Vendor’s access to CI data, including access to school data on the CI Vendor Portal, or account of any client school if requested by that school or if Participating Vendor’s use (i) poses a security risk to or may materially harm the CI, (ii) adversely impacts the CI or the services, systems, or content of any third party, (iii) subjects AAMC to legal liability, or (iv) violates/exceeds the rights granted under the Agreement.

d. Participating Vendor is responsible for maintaining control over, and the confidentiality of, all usernames and passwords, and other access credentials for their use of the CI. Participating Vendor is responsible for all use of the CI by those who have access to the CI through Participating Vendor’s account (directly or indirectly) (its “authorized users”) and for removing access, or informing the AAMC that access needs to be removed, for those authorized users who no longer need access.

e. Participating Vendor and its authorized users, shall (i) not intentionally upload or distribute data or files that contain viruses, malicious files or other harmful code or any other similar software or programs that may access or damage the operation of the CI or another’s computer or other devices; (ii) not intentionally interfere with or disrupt the CI, the data contained in the CI or networks connected to the CI; (iii) not intentionally send or store any inappropriate or unauthorized content through the CI; and (iv) not attempt to gain unauthorized access to the CI or its related systems or networks. If Participating Vendor becomes aware of any violation of its obligations under this Agreement, Participating Vendor shall provide prompt notice to the AAMC.

3. AAMC Responsibilities

a. The AAMC shall make commercially reasonable efforts to:
i. Include Participating Vendor’s name and logo on its CI Participating Vendor List that is maintained on the AAMC website and shared during CI webinars and other meetings;

ii. Provide access to the CI through the CI Vendor Portal, the CI Staging Environment, and client school’s CI School Portal, to access and manipulate client school data and see outcomes for its client schools; and

iii. Provide resources on the CI website specifically targeted to vendors and developers.

4. **NO ENDORSEMENT**

   a. Participation in the Program does not state or imply an endorsement of the Participating Vendor by the AAMC.

   b. Participating Vendor may not state or imply that the AAMC has endorsed Participating Vendor.

   c. Participating Vendor may state the fact that Participating Vendor is a Participating Vendor in the Program. Participating Vendor may not state or imply functionality or interactivity with CI that is better than what Participating Vendor is currently able to offer.

5. **TERM AND TERMINATION**

   a. **Agreement Term.** The initial term of this Agreement begins on the Effective Date and continues for a period of three (3) years (“Initial Term”), unless earlier terminated. The Agreement may be extended by the written agreement of both parties for subsequent three-year terms (each a “Renewal Term” and together with the Initial Term, the “Term” of the Agreement).

   b. **Termination.** Either party may terminate this Agreement for any reason or no reason with thirty (30) days prior written notice to the other party.

   c. **Effect of Termination or Expiration.**

      i. On the effective date of termination or expiration, Participating Vendor shall immediately cease using the CI, the AAMC shall disable Participating Vendor’s access to the CI, and the AAMC shall remove Participating Vendor’s name and logo from the CI Participating Vendor List.

6. **FEES AND EXPENSES**

   a. There are no fees to participate in the Program. Each party is responsible for its own expenses, unless the AAMC expressly agrees otherwise in writing.

7. **RELATIONSHIP OF THE PARTIES**

   a. It is expressly understood and agreed the relationship of the AAMC and Participating Vendor shall at all times be considered that of independent parties to a contractual relationship. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, joint venture, partnership, association, franchise, or fiduciary relationship between the parties; and neither party shall have the
right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

8. **INTELLECTUAL PROPERTY RIGHTS**

a. CI License Grant and Restrictions.
   i. Subject to the terms and conditions of this Agreement, the AAMC hereby grants to Participating Vendor a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the CI, solely in accordance with this Agreement.
   ii. Participating Vendor and its authorized users, shall not (1) decompile, disassemble, or reverse-engineer the CI except and to the extent expressly authorized by applicable law; (2) copy, modify, alter, or create derivative works from the CI; (3) license, lease, sell, offer to sell, rent, distribute or otherwise make available the CI to any third party, unless otherwise authorized in writing by the AAMC; or (4) use the CI in a time sharing or service bureau or arrangement or otherwise to provide services to any third party, other than explicitly permitted in this Agreement.
   iii. All rights not expressly granted to Participating Vendor are reserved to the AAMC.

b. Improvements.
   i. Participating Vendor may provide suggestions, data, or other information to the AAMC regarding possible improvements in the operation, functionality, or use of the CI, whether in the course of receiving services, participating in CI committees and sub-committees, evaluating software, or otherwise, and any inventions, product improvements, modifications, or developments made by Participating Vendor will be the exclusive property of the AAMC ("Service Improvements"). Participating Vendor hereby assigns to AAMC any and all right, title, and interest Participating Vendor has or may acquire in, to, or under any Service Improvements. Unless AAMC expressly agrees otherwise in writing, AAMC shall have no obligation to make any Service Improvements.

c. Trademarks.
   i. Participating Vendor Marks
      1) The Participating Vendor’s trademarks, service marks, and trade names include, but are not limited to,
      2) Participating Vendor shall retain all right, title and interest in and to its trademarks, service marks and trade names worldwide, including any goodwill associated therewith.
      3) Participating Vendor hereby grants to the AAMC a limited, non-exclusive, non-transferable, revocable license, without the right to sublicense, to use the name, logo, and marks of Company during the term of this Agreement and as necessary for the performance of the Agreement, including but not limited to, listing Participating Vendor’s name and logo on its list of
Program participants. Any other use must be approved in writing in advance by Participating Vendor.

ii. AAMC Marks

1) The AAMC’s trademarks, service marks, and trade names include, but are not limited to, Association of American Medical Colleges®, AAMC®, MedBiquitous®, and Tomorrow’s Doctors, Tomorrow’s Cures®.

2) The AAMC shall retain all right, title and interest in and to its trademarks, service marks and trade names worldwide, including any goodwill associated therewith.

3) The AAMC hereby grants to Participating Vendor a limited, non-exclusive, non-transferable, revocable license, without the right to sublicense, to use the name of the AAMC during the term of this Agreement to communicate, subject to Section 4, Participating Vendor’s participation in the Program. Any other use of the AAMC name, logo, or marks, must be approved in writing in advance by the AAMC.

iii. Upon expiration or termination of this Agreement, each party will cease using the trademarks, service marks, and/or trade names of the other, except as permitted by applicable law.

iv. Notwithstanding the foregoing, any press release using the other party’s name or describing its products or services must receive prior written approval from the other party.

9. CONFIDENTIALITY

a. Each party may disclose to the other party information that the disclosing party considers to be confidential, proprietary or non-public business information and/or trade secrets (“Proprietary Information”). AAMC Proprietary Information includes any CI committee or sub-committee activities, documents, and discussions and information regarding CI product and program developments.

b. The receiving party agrees to keep strictly confidential all Proprietary Information of the other party and to hold and protect the information as it would its own Proprietary Information, but to no less than reasonable standard of care. The receiving party shall not at any time, directly or indirectly, use, disclose or divulge any Proprietary Information of the disclosing party, except as contemplated hereunder or as necessary or permitted in connection with the performance of a written agreement by and between the parties. All Proprietary Information provided by the disclosing party to the receiving party pursuant to this Agreement shall be and remain the sole and exclusive property of the disclosing party. At the request of the disclosing party, the receiving party shall promptly return or destroy all tangible Proprietary Information of the disclosing party, together with all copies made thereof and any other media that incorporates the Proprietary Information of the disclosing party, except for copies of any computer records or files containing Proprietary Information that have been created pursuant to any automatic archiving or back-up procedures that cannot be reasonably deleted; provided that the receiving party shall not disclose, access, or use any such records or files following the date on which the
receiving party would have otherwise destroyed or returned the Proprietary Information of the disclosing party.

c. Obligations hereunder will not apply to information that: (i) is or becomes available from public sources through no wrongful act of the receiving party; (ii) is already in the receiving party’s possession prior to the date of this Agreement without an obligation of confidentiality; (iii) is rightfully disclosed to the receiving party by a third party with no obligation of confidentiality; (iv) is independently developed by the receiving party; or (v) is required to be disclosed pursuant to any law, or any court or regulatory order served on the receiving party, provided that the receiving party gives the disclosing party prompt notice of such required disclosure and an opportunity to contest such order or otherwise protect its Proprietary Information.

10. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

Both parties agree to comply with all applicable national, state/provincial, and local rules, regulations, and laws, including, but not limited to, unlawful discrimination and harassment laws.

11. NO WARRANTY

THE AAMC PROVIDES THE CI AND THE PROGRAM “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR AS TO COMPLETENESS OR ACCURACY OF ANY INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED FIVE HUNDRED DOLLARS ($500). IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE CI OR THE PROGRAM, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

13. MISCELLANEOUS TERMS

a. Survival. Sections 5(d), 9, 11, 12, and 13 shall survive the termination or expiration of this Agreement for any reason.

b. Severability. Any term or provision of this Agreement that is found to be invalid or unenforceable by a court having jurisdiction will be deemed to be restated to reflect, as
nearly as possible, the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

c. **No Waiver.** The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions or any other provisions.

d. **Assignment.** Neither party may assign or transfer its obligations or interest in this Agreement without the express written agreement of the other party. Subject to the above restrictions on assignment and transfer, this Agreement shall be binding on the successors and assigns of the parties hereto.

e. **Ethics Hotline.** The AAMC is committed to conducting its business in an ethical and legal manner. AAMC employees are bound to comply with the AAMC’s ethical conduct policy, including complying with all laws, disclosing any conflict of interest, and otherwise acting in a manner that places the AAMC’s interests above any personal interest. If Participating Vendor would like to make a report regarding possible unethical behavior of an AAMC employee, Participating Vendor may contact the AAMC’s third-party Ethics Hotline at 855-729-0137 or online at [www.aamc.ethicspoint.com](http://www.aamc.ethicspoint.com). A report may be made on an anonymous basis. All reports are treated confidentially. The AAMC is committed to non-retaliation against any individual who makes a report.

f. **Force Majeure.** Neither party shall be responsible for any delay or failure in performance under this Agreement for causes beyond that party’s control, including, but not limited to, riots, strikes, war, civil unrest, national emergencies, floods, fires, acts of God, acts of terrorism, or statutory or regulatory enactments; provided that, said party takes reasonable steps to accommodate and to prevent a delay or failure to perform.

g. **Export.** Participating Vendor will not permit its authorized users to access or use the CI in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

h. **Notices.** All notices or communications required or permitted hereunder shall be in writing and delivered by hand or sent by certified mail, return receipt requested or by reputable overnight courier, to the address set forth below or such other address as may be designated by a party in accordance with this Section 15(i):

To the AAMC:                         To Participating Vendor:

Association of  
American Medical Colleges  
655 K Street NW, Suite 100  
Washington, DC 20001-2399  
ATTN: Chief Services Officer

With a copy to: Chief Legal Officer

i. **Governing Law.** This Agreement shall be governed exclusively by the internal laws of the District of Columbia, without regard to its conflicts of laws rules.

j. **Arbitration.** Disputes arising under this Agreement will be resolved by the parties through good faith negotiations in the ordinary course of business. Any dispute not so resolved will be submitted for binding arbitration, at the written request of either party, before a single arbitrator under the JAMS Streamlined Arbitration Rules and Procedures
in the District of Columbia or at another location as mutually agreed. Selection of the arbitrator will be by mutual agreement of the parties or, failing agreement within twenty (20) days, by JAMS pursuant to its then-current rules. The amount and responsibility for payment of arbitration costs will be one of the issues decided by the arbitrator, whose decision will be in accordance with the terms and conditions of this Agreement. No damages excluded by or in excess of the damage limitations set forth in this Agreement shall be awarded. During any such arbitration, the parties will continue diligent performance of this Agreement. The arbitrator will render a written decision stating reasons therefore in reasonable detail within ninety (90) days after the respondent receives the Commencement Letter. The provisions of this Section, and any award issued by an arbitrator, may be enforced by either party in any court of competent jurisdiction. Arbitration is the exclusive remedy for disputes arising under this Agreement; the Parties hereby waive their rights to bring a lawsuit to resolve a dispute arising under this Agreement.

**k. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**l. Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any prior oral or written agreements concerning the services described herein and may only be amended by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties through their authorized signatories have signed below to indicate acceptance to the terms of this Agreement:

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<th>Association of American Medical Colleges</th>
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Alison J. Whelan, MD  
Chief Medical Education Officer  
Date  

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Date