



## RETURN SIGNED AGREEMENT

TO:

**Health Industry Business  
Communications Council**  
2525 E. Arizona Biltmore Circle  
Suite 127  
Phoenix, Arizona 85016  
PHONE: 602.381.1091  
FAX: 602.381.1093  
Email: info@hibcc.org

# HIN<sup>®</sup> SYSTEM DATABASE DATA USE LICENSE AGREEMENT (DULA)

(Hereinafter referred to as the Licensee) hereby licenses from Health Industry Business Communications Council (hereinafter referred to as HIBCC or the Licensor) the use of the Health Industry Number (HIN) System Database (hereinafter referred to as the Data) and the HIN registered service mark, Registration No. 74-705,861 (hereinafter referred to as the Mark) for license fee(s) as previously specified and paid herewith and/or to be paid on an annual basis (as applicable for license type/level). Licensee agrees that use of the Data and of the Mark shall be subject to the following terms and restrictions:

1. The Data and the compilation of the information contained therein and the Mark is and shall remain the sole property of the Licensor. Licensee will take no action to infringe on the rights of the Licensor therein.
2. Licensee acknowledges that the Data constitutes valuable copyrighted and proprietary information of Licensor. Licensee agrees not to sell or release the Data to any third party and not to disclose any information contained in the Data to any other individual, association, firm, parent or subsidiary organization, or other entity whatsoever, except: 1. When identified by HIBCC as an authorized licensee of the same type/level; or, 2. With the prior written permission of Licensor ("permitted disclosure").
3. Any "permitted disclosure", publication or other permitted public use of the information contained in the Data or the Mark will indicate that the Licensor is the source of the information, will carry the legend "HIN is a Registered Service Mark of HIBCC, and used under license" and will indicate the dominant use of the Mark with an ® symbol.
4. Licensee agrees to maintain the quality, the integrity, and the confidentiality of the information contained in the Data, and of the goodwill in the Mark as used with services (in accordance with the summary, "*HIN System Database Data Licensing Guidelines*"). Any breach of this provision shall allow HIBCC to terminate this license immediately, and seek injunctive relief and damages for the breach.
5. If the Licensee contracts services with a third-party agent or consultant which requires the transmittal of the Data to the third-party, Licensee can disclose and transmit the Data provided that:
  - a) Licensee secures the Licensor's prior written consent to the disclosure, and
  - b) Third-party will execute Licensor's standard Data Use License Agreement, and
  - c) Such disclosure carries the legend "HIN is a Registered Service Mark of HIBCC, and used under license." and indicates the dominant use of the Mark with a ® symbol.
6. If the Licensee is a data reselling organization Licensee agrees to use the information in the Data strictly for internal uses, and is prohibited from selling or otherwise distributing or disclosing the information in the Data to any third party, including customers or clients of Licensee, without prior written consent of Licensor, and providing such other organizations have executed Licensor's standard license agreement.
7. This Agreement shall take effect upon acceptance in writing below by the authorized agent of the Licensor in Phoenix, Arizona.

8. The obligation of confidence and nondisclosures assumed by Licensee hereunder shall not apply to:
  - a) Information which at the time of disclosure is in the public domain; or
  - b) Information which thereafter lawfully becomes a part of the public domain other than through disclosure by Licensee; or
  - c) Information known to Licensee prior to licensors’ disclosures to Licensee; or
  - d) Information which is lawfully disclosed to Licensee by a third party not under an obligation of confidentiality to licensor with respect to said information.

9. Authorization Type (must also complete corresponding Database Application):

- Human Health – Facility (full) Database     Animal Health (separate) Database
- Prescribers (separate) Database

or

- Human Health – Facility (subset/s) of Human Health Database
  - Hospital Related                       Dialysis Centers
  - Alternate Care/Clinics               U.S. PHS 340B Entities
  - Pharmacies                               Nursing Homes

Having read the above, and having understood the terms and conditions of the Agreement, Licensee agrees to assume full responsibility for compliance with this Agreement. Any breach of this Agreement or any term therein will subject Licensee to any and all injunctive relief and legal and equitable remedies available to the Licensor.

Name of Licensee Organization \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email \_\_\_\_\_

Name of Contact \_\_\_\_\_ Job Title \_\_\_\_\_

Signature of Authorized Officer of Licensee \_\_\_\_\_

Accepted by Health Industry Business Communications Council (HIBCC) in Phoenix, Arizona.

\_\_\_\_\_  
Signature of HIBCC Authorized Agent Date