

Thank you for your interest in the Adult Congenital & Pediatric (ACPC) Quality Network™ – the national network of congenital heart disease (CHD) centers dedicated to collecting and sharing data, collaborating and developing best practices for CHD patients.

When you take part in the ACC's ACPC Quality Network you play an integral part to building a robust data repository that will drive quality improvement and advance the development and delivery of adult CHD and pediatric cardiology standards of care.

### Get started today

Enrollment materials include:

- ~~Return~~ **Registration Agreement**
- Contact Information Sheet**
- Invoice to be sent separately**

Please email your complete paperwork to [ncdr@acc.org](mailto:ncdr@acc.org). We will return a customized invoice. Once we receive and process the participation dues, it will take approximately two weeks to process the paperwork and enroll your facility. Your Program Manager will receive a welcome email with further instructions.

In addition to the enrollment packet, we include the **Chesapeake IRB Waiver**. This waiver cites that Using the Department of Health and Human Services regulation at 45 CFR 46, the IRB determined that the ACPC Quality Network does not constitute human subject research and, therefore, does not require IRB oversight. We encourage you to review this information with your team.

If you have any questions or need assistance with the enrollment process, please contact us at 800-257-4737 or [ncdr@acc.org](mailto:ncdr@acc.org) Monday through Friday, 9 a.m. – 5 p.m. ET.

Sincerely,

### **Christina Koutras, BSN, RN, CQH, AACC**

Senior Director, Clinical Registry Services and System Solution  
American College of Cardiology

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The Mission of the American College of Cardiology and the American College of Cardiology Foundation is to transform cardiovascular care and improve heart health for all.

**CONTACT INFORMATION SHEET**

**STEP 1:** Please provide the **hospital information** requested below.

*Note: Health systems must complete one form (Steps 1-2) for each hospital enrolling.*

Health System (if applicable):
Hospital's legal entity name:
Hospital Physical Address (no PO boxes) Including City and Zip Code:

If you are an existing NCDR Participant, please enter your 6-digit **NCDR Participant ID** here

**STEP 2:** Please provide contact details for the designated **REGISTRY SITE MANAGER (RSM)** f

Please note the following:

1. Each of the sections below allows for the designation of **one RSM**
2. An individual may serve as the RSM for more than one registry, but **only one RSM may be assigned to a registry.**
3. Enter the contact information for ethe designated RSM. All fields are required.

**ACPC QNet**

RSM's Name:	RSM's Title:
RSM's Email Address:	RSM's NCDR username (if applicable):
RSM's Telephone #:	RSM's Cellphone #:
RSM's Physical Address:	

**ADULT CONGENITAL & PEDIATRIC CARDIOLOGY QUALITY NETWORK PROGRAM  
PARTICIPANT AGREEMENT**

**THIS ADULT CONGENITAL & PEDIATRIC CARDIOLOGY QUALITY NETWORK PROGRAM PARTICIPANT AGREEMENT** (this “Agreement”) is entered into and made effective this \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the American College of Cardiology Foundation (“ACCF”), a District of Columbia nonprofit corporation located at 2400 N Street NW, Washington, DC 20037, and \_\_\_\_\_ (“Participant”), located at \_\_\_\_\_.  
ACCF and Participant shall herein be referred to individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, ACCF has developed an initiative named the Adult Congenital & Pediatric Cardiology Quality Network Program™ (the “Network”). The goal of the Network is to provide the congenital heart disease and pediatric cardiology community an avenue to collect data and develop quality metrics in an effort to improve patient care;

**WHEREAS**, Participant has an inpatient and/or outpatient cardiology unit and is interested in participating in the Network in order to develop quality metrics in an effort to improve patient care; and

**WHEREAS**, Participant agrees to participate in the Network pursuant to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth herein, including the Recitals, which are incorporated into this Agreement as substantive terms, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, ACCF and Participant agree upon the further terms and conditions.

1. Participation in the Network. Participant hereby agrees to perform the activities outlined in the program requirements which can be found at <https://cvquality.acc.org/NCDR-Home/program-requirements> and are hereby incorporated by reference in this Agreement (the “Program Requirements”). ACCF may modify the Program Requirements from time to time with notice to Participant. Upon receipt of such notification, Participant must review the changes to the Program Requirements. Participant’s continued participation in the Network shall be deemed to constitute Participant’s agreement and consent to the updated Program Requirements. Participant shall designate an individual (the “Registry Site Manager”) to serve as a primary point of contact for its participation in the Network. In the event that a change is made to the Program Requirements, the Registry Site Manager will be notified, and Participant is expected to review the change prior to continuing its participation in the Network. ACCF shall provide to Participant an annual subscription fee invoice thirty (30) days prior to the end of the then calendar year and Participant shall submit payment within thirty (30) days of receiving an invoice from ACCF.
2. Compliance with Laws. The Parties agree to abide by all federal, state and local laws that pertain to confidentiality and disclosure of any and all information or records obtained and reviewed hereunder.
3. Intellectual Property Ownership and Use. All intellectual property rights and title to all proprietary information in and rights to any software provided by or used by ACCF, all ACCF data collection tools, databases and the information contained in such tools and databases, shall remain the property of ACCF. All intellectual property rights and title to all proprietary information in and rights to the Network including but not limited to any questionnaires and reports provided by or used by Participant in connection with this Agreement shall be the property of ACCF, and Participant hereby assigns any and all rights of Participant in and to such questionnaires and reports to ACCF. ACCF owns all de-identified aggregated data submitted to and accepted by ACCF for use in the Network; however, Participant may use its own data for any lawful purpose. Participant acknowledges and agrees that any derivative works prepared by or for ACCF from all of the foregoing including, without limitation, any reports, calculations and models based thereon including without limitation all copyrights, patent rights, trademarks, trade

secret rights, and any other rights and interest in any of the foregoing shall be and remain at all times, for all purposes, the property of ACCF. Any reports received by Participant under this Agreement are for Participant's internal use only and may be shared with persons within its organization only if such persons (i) need to know the information, (ii) are informed of the confidential nature of the information, and (iii) agree to comply with the restrictions stated in this Agreement. Furthermore, Participant may not share any report, or publication it prepares based on any report, with external parties without the prior written consent of ACCF.

4. Use of Names and Logos. Except as required by applicable law or expressly permitted by this Agreement or the Program Requirements referenced herein, neither Party shall make any announcements concerning the matters set forth in this Agreement, use the names, logos, trademarks or service marks of the other Party, or make any reference to the other Party in any press release, advertising or promotional material, letterhead, symbol or logo, or in any other promotion without the prior written consent of the other Party.
5. Term, Enforcement and Termination. This Agreement shall be effective from the Effective Date through December 31<sup>st</sup> of the current year and automatically renew for additional one (1) year periods unless terminated pursuant to the provisions of this Section 5.
  - a. Termination for Breach. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement by providing the breaching Party with written notice of its intent to terminate for a material breach. The breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If, after the foregoing thirty (30) day period, the breach is not cured to the satisfaction of the non-breaching Party, this Agreement shall terminate automatically effective at the end of the thirty (30) day cure period. Notwithstanding the foregoing, the non-breaching Party may determine, in its sole discretion that the breach cannot be reasonably cured within the foregoing thirty (30) day period and may extend the cure period by written notice to the breaching Party.
  - b. Termination Without Cause. Either Party may terminate this Agreement without cause by providing the other Party with thirty (30) days' written notice.
  - c. Termination for Insolvency. ACCF may terminate this Agreement effective immediately upon written notice to Participant in the event the Participant files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof.
  - d. Termination Rights for Non-Payment. In the event the Participant fails to pay the applicable participation fees when due, and such failure continues for a period of sixty (60) days after payment is due, ACCF may, in ACCF's sole discretion: (a) terminate this Agreement effective immediately and upon written notice to Participant; or (b) limit Participant's access to the Network.
6. Confidentiality.
  - a. Confidentiality. For the purposes of this Agreement, "Confidential Information" means any software, material, data or business, financial, operational, customer, vendor and other information disclosed by one Party to the other, specifically including, without limitation, the terms of this Agreement and the reports or other benchmarking / quality assurance or improvement data or information furnished by ACCF to Participant pursuant to this Agreement. Each Party shall maintain all of the other Party's Confidential Information in strict confidence and will protect such information with the same degree of care that such Party exercises with its own Confidential Information, but in no event with less than a reasonable degree of care. Except as provided in this Agreement, a Party shall not use or disclose any Confidential Information of the other Party in any manner without the express prior written consent of such Party. Access to and use of any Confidential Information shall be restricted to those employees and persons within a Party's organization with known discretion and with a need to use the information to perform such Party's obligations under this Agreement. A Party's consultants, subcontractors and

business partners shall be included within the meaning of “persons within a Party’s organization,” provided that such consultants, subcontractors and business partners have executed a non-disclosure or confidentiality agreement with provisions no less stringent than those applicable to such Party under this Agreement, and such Party shall make such signed agreements available to the other Party upon request. Notwithstanding anything herein to the contrary, Confidential Information shall not include information that is: (a) already known to or otherwise in the possession of a Party at the time of receipt from the other Party and that was not known or received as the result of violation of any obligation of confidentiality; (b) publicly available or otherwise in the public domain prior to disclosure by a Party; (c) rightfully obtained by a Party from any third party having a right to disclose such information without restriction and without breach of any confidentiality obligation by such third party; (d) developed by a Party independent of any disclosure hereunder, as evidenced by detailed written records made in the normal course of Participant’s business during the development process; or (e) disclosed pursuant to the order of a court or administrative body of competent jurisdiction or a government agency, provided that the Party receiving such order shall notify the other prior to such disclosure and shall cooperate with the other Party in the event such Party elects to legally contest, request confidential treatment, or otherwise avoid such disclosure.

- b. Return of Confidential Information. Except as otherwise provided herein, all of a Party’s Confidential Information disclosed to the other Party, and all copies thereof, shall be and remain the property of the disclosing Party. All such Confidential Information and any and all copies and reproductions thereof shall, upon the expiration or termination of this Agreement for any reason, or within fifteen (15) days of written request by the disclosing Party, be promptly returned to it, or destroyed, at the disclosing Party’s direction. In the event of such requested destruction, the Party receiving such request shall provide to the other Party written certification of compliance therewith within fifteen (15) days of such written request.
  - c. Equitable Relief. The Parties agree that the provisions of this Section 6 are reasonable and necessary to protect the business, interests and properties of each of the Parties; that any breach or threatened breach of this Section 6 by the Party that receives Confidential Information is a material breach of this Agreement which would cause irreparable injury to the Party that disclosed the Confidential Information; and that the disclosing Party’s remedy at law for any such breach would be inadequate. Accordingly, each Party agrees that temporary and permanent injunctive relief may be granted in any proceeding which may be brought to enforce any provision of Section 6 without necessity of proof that a remedy at law is inadequate; provided, however that nothing contained herein shall be deemed to preclude the disclosing Party from seeking damages or any other remedy at law or in equity, including compensatory and punitive damages, as may be appropriate, for a breach of this Section 6 by the recipient Party. In addition to the foregoing, any breach or threatened breach of this Section 6 shall be grounds for termination of this Agreement for breach pursuant to Section 5.a. of this Agreement.
7. Indemnification. Each Party (the “Indemnifying Party”) will indemnify, defend, and hold the other Party (the “Indemnified Party”) harmless from any third-party claim, demand, cause of action, lawsuit or proceeding brought against the Indemnified Party based upon any negligence or willful misconduct on the part of the Indemnifying Party. Such indemnification may include: (1) reasonable attorneys’ fees and costs associated with defense of such claim; (2) damages and costs finally awarded; and (3) the cost of any settlement entered into by the Indemnifying Party. Such indemnification obligation is contingent on the Indemnified Party (i) notifying the Indemnifying Party of any such claim within thirty (30) days of the Indemnified Party notice of such claim, (ii) providing the Indemnifying Party with reasonable information, assistance and cooperation in defending the lawsuit or proceeding (to the extent requested by the Indemnifying Party), and (iii) giving the Indemnifying Party full control and sole authority over the defense and settlement of such claim. The Indemnifying Party agrees that it will not enter into any settlement or compromise of any such claim without the Indemnified Party’s prior consent, which shall not be unreasonably withheld.

8. Limitation of Liability. To the fullest extent allowed under applicable law, the aggregate liability of ACCF under this Agreement for any and all claims and causes of action, including, without limitation, any action predicated on indemnification as set forth in Section 7 above, shall be limited to and not exceed the amount of any fees paid by Participant in the year the liability arose, regardless of whether ACCF has been advised of the possibility of such damages, or any remedy set forth herein fails of its essential purpose or otherwise. ACCF shall not be liable for any other damages or costs, including costs of procurement of substitutes, loss of profits, loss of activity data or other information, inability to access the services or software, interruption of business, or for any other special, consequential, or incidental damages, however caused, whether, without limitation, for breach of warranty, contract, tort, infringement, negligence, strict liability or otherwise. Participant acknowledges that the fees and business model reflect this allocation of risk. Participant agrees it will take no legal action against ACCF, ACCF subcontractors, ACCF business partners, software or other Participants.
  
9. Notices. All notices and demands of any kind or nature which either Party to this Agreement may be required or may desire to serve upon the other in connection with this Agreement shall be in writing, and may be served personally, by registered or certified United States mail, or by overnight courier (e.g., Federal Express, DHL, or UPS) or by e-mail to the following addresses:

If to Participant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If to ACCF: American College of Cardiology Foundation  
 Attn: General Counsel  
 2400 N Street NW, Washington, DC 20037  
 ACCLegal@acc.org

Service of such notice or demand so made shall be deemed complete on the day of actual delivery. Any Party hereto may, from time to time, by notice in writing served upon the other Party as aforesaid, designate a different mailing address or a different person to which all further notices or demands shall thereafter be addressed.

10. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify, or place any construction upon any of the provisions of this Agreement.
  
11. Assignment. Neither this Agreement nor either Parties' rights and obligations hereunder may be assigned to a third party without the prior written consent of the non-assigning Party; provided, however, that ACCF may assign this Agreement and its rights and obligations to a parent or an entity controlled by or under common control with ACCF, or a venture or entity in which ACCF has a majority ownership interest, or upon a change of control of ACCF, without the consent of the Participant.
  
12. Relationship of Parties. The relationship of the Parties to this Agreement is that of independent contractors and not that of master and servant, principal and agent, employer and employee, or partners or joint ventures.
  
13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
  
14. Waiver. A waiver by either Party to this Agreement of any of its items or conditions in any one instance shall not be deemed or construed to be a general waiver of such term or condition or a waiver of any subsequent breach.

15. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable by a court of competent jurisdiction then the rest of the Agreement shall remain in full effect, provided that its general purposes remain reasonably capable of being effected.
16. Entire Agreement. This Agreement and the attached Appendices (a) constitute the entire Agreement between the Parties with respect to the subject matter; (b) supersede and replace all prior agreements, oral or written, between the Parties relating to the subject matter; and (c), except as otherwise indicated, may not be modified or otherwise changed in any manner except by a written instrument executed by both Parties.
17. Governing Law. This Agreement will be governed by and construed exclusively in accordance with the laws of the District of Columbia, without regard to any conflicts of law principles applied. The Parties agree that United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any suit or proceeding relating to this Agreement shall be brought only in the District of Columbia. Each Party consents to the exclusive personal jurisdiction and venue of the courts located in the District of Columbia.
18. Survival. The following sections of this Agreement survive its termination, for any reason: Sections 2, 3, 4, 6, 7, 8 and 17.
19. No Third-Party Beneficiaries. The Parties agree that there are no third-party beneficiaries, intended or otherwise, to this Agreement, including without limitation, patients of any Participant.

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

<b>PARTICIPANT</b>	<b>AMERICAN COLLEGE OF CARDIOLOGY FOUNDATION</b>
Signature: _____	Signature: _____
Name: _____	Name: Cathleen C. Gates
Title: _____	Title: CEO
Date: _____	Date: _____