



National Resident Matching Program

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Sponsoring Organizations:
American Board of Medical Specialties
American Hospital Association
American Medical Association
Association of American Medical Colleges
Council of Medical Specialty Societies

DATA LICENSING AGREEMENT BETWEEN THE NATIONAL RESIDENT MATCHING PROGRAM AND [NAME OF ORGANIZATION]

This document constitutes a data licensing agreement between the National Resident Matching Program (NRMP) and [Name of Organization/Company] regarding the provision, use, and eventual disposition of NRMP data to support [Name of Study or Project]. The specifics of the agreement are as follows.

A. Description of Data to be Transferred, Format of Data, and Relevant Timeframes

[Identify the data to be transferred. List what the NRMP will do in providing data. Be specific about activities and time frames. List what the organization receiving the data must do to effect the transfer, including time frames and the order of activities.]

B. Use of the Data by [Name of Organization/Company]

[Describe the allowed uses of the data to be transferred under this licensing agreement.]

The [Organization/Company] shall be responsible for obtaining the necessary Institutional Review Board (“IRB”) or Privacy Board approval (if separate from the IRB) (collectively “review boards”) for any research project that involves identifying data obtained from the NRMP. The [Organization/Company] shall provide the NRMP with copies of all correspondence with the review boards. Copies of the original request[s] for IRB and Privacy Board approval (if applicable) together with the review board approvals shall be submitted to the NRMP before the NRMP releases identifying data to the [Organization/Company]. The [Organization/Company] shall have a continuing obligation to provide the NRMP with copies of adverse event reports, reports of protocol violations, continuing reviews, and final reports as well as any review board determinations and findings that may issue from time to time with regard to research that includes data from the NRMP.

The data provided to [Name or Organization/Company] by the NRMP under this agreement may not be used for any other purpose, without the advance written permission of the NRMP. Except for the acknowledgments described in Paragraph E below, [Name of Organization/Company] will not use the NRMP name, logo, or brand without specific written authorization from NRMP.

C. Restrictions on the Transfer of Data to Third Parties

[Name of Organization/Company] agrees that it will not release the data provided by the NRMP under this agreement to any third-party person or organization, without the advance written permission of the NRMP. [Name of Organization/Company] further agrees that it will safeguard the data in a manner consistent with the terms and purposes of this agreement and NRMP’s proprietary interests.

D. Consultation in the Development of the Study

1. Before completing work on any publication based upon or incorporating data provided by the NRMP, [Name of Organization/Company] will consult with the Executive Director of the NRMP regarding issues related to interpretation of data provided by the NRMP, including the limitations of such data, and known or expected sensitivities the NRMP may have with respect to the data and their use.

2. Prior to publication, *[Name of Organization/Company]* will share a draft of any report or paper with the NRMP Executive Director for review and comment, to be limited to interpretations of the data provided by the NRMP, limitations of such data, and known or expected sensitivities related to the data. Nothing in this review and consultation, however, shall be construed to restrict the right of *[Name of Organization/Company]* to publish the study and interpretations and conclusions based upon the data as it sees fit.

E. Acknowledgments

1. *[Name of Organization/Company]* shall acknowledge the NRMP, where appropriate, as a source of information in any study, report, or paper prepared with the data provided.
2. *[Name of Organization/Company]* shall acknowledge the role of the NRMP in any published report in accordance with the norms of scholarly publication.

F. Duration of Agreement

This agreement shall be effective when signed by both organizations and shall continue in effect until [set date], unless extended by written mutual agreement.

G. Disposition of Data

[Indicate how and within what time frame the other organization must dispose of the data after its purpose is served. This usually involves directing them to destroy all original and derived data files.]

H. No Warranty

The NRMP provides data under this agreement “as is” without warranty of any kind as to completeness or accuracy, and *[Name of Organization/Company]* releases the NRMP from any and all liability for inaccurate or incomplete information.

I. Defense and Indemnification

[Name of Organization/Company] agrees to indemnify, defend, and hold harmless the NRMP, its officers, agents, directors, and employees from and against any claim, loss, damage, cost, expense (including reasonable attorneys’ fees) or liability which may result from or arise out of the acts or omissions of *[Name of Organization/Company]*, its directors, officers, employees, agents, or servants relating to the use, analysis, publication, distribution or disposition of data requested or provided under this agreement.

J. Costs and Charges

1. The NRMP estimates the cost of providing the data requested pursuant to Paragraph A to be [\$].
2. *[Name of Organization/Company]* agrees to pay *[specify payment arrangements]*.

K. Entire Agreement

This agreement supersedes all prior agreements, oral or written, between the parties hereto relating to the data requested and provided hereunder.

L. Authority to Sign

By signing this agreement, each of the parties is bound to the terms and conditions set forth herein and represents and warrants that the undersigned has the legal power, right, and actual authority to sign this agreement and bind that party to the terms and conditions hereof.

Signatures for Approval:

[Name and Title of Organization/Company Official]
For *[Name of Organization/Company]*

Date: _____

Mona M. Signer
Executive Director
For the National Resident Matching Program

Date: _____