**SMART**

**Logo License Agreement for SMART Health Cards**

The SMART Health Cards Framework was launched by the SMART Team at The Children’s Medical Center Corporation (“**SMART**”), and is one of its SMART health IT portfolio projects. The framework is a focus for efforts within the [Vaccination Credential Initiative](https://vci.org/) and [Health Level Seven](https://www.hl7.org/implement/standards/), providing a technical basis to share and validate clinical information bound to an individual’s identity (e.g., verifiable COVID-19 vaccination records).

As part of this initiative, participating public and private organizations provide access to one or more SMART Health Cards. A “**SMART** **Health Card**” is a physical or digital artifact that encapsulates clinical information bound to an individual’s identity.

By submitting the SMART Logo for SMART Health Cards Form, you hereby bind the organization identified as the “Licensee” in the SMART Logo for SMART Health Cards Form (such organization, “**Licensee**,” and such form, the “**Submission Form**”) to the terms and conditions of this Logo License Agreement for SMART Health Cards (this “**Agreement**”). You represent that you are a representative of Licensee and that you are duly authorized to bind Licensee to the terms of this Agreement.

**Logo License**

Subject to the terms and conditions of this Agreement, SMART hereby grants Licensee, during the term of this Agreement, a limited, non-exclusive, non-transferable, royalty-free, worldwide license to use the SMART logo provided by SMART to Licensee (“**Logo**”) in connection with the use or operation of one or more SMART Health Cards that the Licensee issues or displays (each, a “**Product**”) that is compatible with the SMART Health Cards Framework and Implementation Guide available at <https://smarthealth.cards/> (“**SMART Health Cards Framework**”), solely to factually and accurately reference compatibility with the SMART Health Cards Framework (the “**License**”).

**Use Guidelines**

The License is subject to the following terms and conditions:

* Licensee will comply with the terms and conditions of this Agreement.
* Licensee will comply with SMART’s Guidelines for Trademark Use available at https://smarthealthit.org/smart-logos-guidelines-for-trademark-use/
* Licensee will use commercially reasonable efforts to include a link to or (if printed material) URL address for <https://smarthealth.cards> in informational materials relating to the Product. Licensee will NOT use the Logo as a hyperlink unless such link is to <https://smarthealth.cards>.
* Licensee will only use an authorized copy of the Logo provided by SMART to Licensee (whether via email, download from a web link or otherwise).
* The Logo will appear in close proximity to the QR code or file download link displayed in the Product (e.g., underneath the lower right-hand corner of the QR code).
* The Logo will not be combined, “locked up,” or otherwise appear in close proximity to any trademarks of Licensee or any third party and will not be the primary branding on the Product or in any materials related thereto.

**Product-Specific Terms**

Licensee further agrees to the following additional terms and conditions:

* The Product must conform to the technical specifications contained within the SMART Health Cards Framework.
* Licensee warrants that (i) the Product makes proper use of protocols defined in the SMART Health Cards Framework, and (ii) the Product has been tested and operates without substantial error.
* SMART may list Licensee’s company name, Product, end user technical support telephone number, and web address, as provided by Licensee in the Submission Form, in an index of licensed products.
* The quality of Licensee’s Product will be consistent with the positive reputation of the Logo, and the nature and quality of the Product will conform to the high quality of the products and services currently provided by SMART and its affiliates.
* In the event of SMART’s request (which may be submitted to Licensee from time to time in SMART’s discretion), Licensee will supply SMART with examples (e.g., screenshots) of Licensee’s use of the Logo. If, in SMART’s reasonable judgment, Licensee’s use of the Logo does not comply with the terms of this Agreement (including quality standards), SMART will notify Licensee of any deficiencies, and Licensee will promptly either (a) cease use of the Logo or (b) correct such deficiencies.

**Other Uses**

If Licensee wishes to use the Logo or any other trademarks of SMART for any other purpose not expressly described herein (including in connection with (i) the sale, promotion and marketing of Products or other products that are compatible with the SMART Health Cards Framework, (ii) services to develop products, or rate or certify products, that are compatible with the SMART Health Cards Framework, (iii) any scholarly publication or news report, (iv) any conference, meeting, seminar or webinar, or (v) any other purpose), Licensee must contact SMART as provided in SMART’s Logo Licensing Instructions at <http://smarthealthit.org/logo> to request such use. Any such uses by Licensee (to the extent approved) will be subject to separate licensing terms. Nothing in this Agreement will be deemed as granting Licensee the right to use the Logo or any other trademarks of SMART for such other purposes, and SMART will retain sole discretion whether or not to agree to any uses, terms or conditions proposed by Licensee.

**Term and Termination**

Unless earlier terminated in accordance with this Agreement, the term of this Agreement will be equal to the period of time during which Licensee provides access to SMART Health Cards, or three years, whichever is shorter; provided that, upon Licensee’s written request at the end of the applicable term, SMART may in its discretion agree to renew the License for an additional three-year term.

This Agreement will automatically terminate in the event of: (i) Licensee’s breach of any of the terms of this Agreement; or (ii) any action taken by Licensee that is inconsistent with SMART’s sole legal and beneficial ownership of the Logo or any of SMART’s other trademarks, including any unauthorized use of SMART’s trademarks (including the Logo) by Licensee. Upon termination of this Agreement due to such breach or action by Licensee, Licensee must immediately cease use of the Logo. SMART may, in its sole discretion, terminate this Agreement in the event of threat or lawsuit in connection with the Logo, in which case Licensee must use commercially reasonable efforts to cease use of the Logo as soon as possible but no later than three months after notification by SMART. SMART also may in its sole discretion terminate this Agreement or replace the Logo at will upon six months’ notice.

**General TRADEMARK Terms**

Except as expressly stated herein, nothing in this Agreement will give Licensee any rights, title, or interests in or to the Logo. Licensee agrees and acknowledges that the License does not grant any rights with respect to any other trademarks of SMART. Licensee acknowledges and agrees that SMART is the exclusive owner of all rights, title, and interests in and to the Logo, and all associated goodwill therein. Licensee’s use of the Logo and all goodwill associated therewith will inure exclusively to the benefit of SMART. Licensee will not act in any manner that would or might conflict with or compromise SMART’s ownership of the Logo, or similarly affect the value or the goodwill pertaining to the Logo, such as applying to register any identical or similar trademark anywhere in the world.

SMART has the sole right, but not the obligation, to control, commence or not commence, prosecute, or defend any action or claim concerning the Logo.

**No Representations**

THE LOGO IS PROVIDED TO LICENSEE ON AN “AS IS” BASIS. SMART DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE LOGO, INCLUDING WARRANTIES AGAINST INFRINGEMENTS OF THIRD PARTY RIGHTS AND ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. SMART WILL NOT BE LIABLE IN ANY EVENT FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO LICENSEE’S USE OF THE LOGO, OR TERMINATION OF THIS AGREEMENT.

**Indemnification**

Licensee will indemnify, defend, and hold harmless SMART, its affiliates, and its and their directors, officers, employees, partners, trustees, representatives, and agents from and against: (i) any loss, liability, damage, cost, or expense arising from or related to Licensee’s use of the Logo; and (ii) any personal injury, product liability, or other claim arising from the making, promotion, distribution, sale, or offer for sale, or the performance of, Licensee’s Product or other products and services.

**Other Terms**

Any notice required under this Agreement will be deemed given: (i) when delivered personally; (ii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iii) via electronic mail; or (iv) as otherwise expressly provided in this Agreement. All communications will be sent to Licensee’s physical or electronic addresses noted in the Submission Form. Licensee will inform SMART in writing of any change in Licensee’s physical or electronic address. Communications to SMART will be sent to:

Technology & Innovation Development Office – Mailstop BCH3183

Boston Children’s Hospital

300 Longwood Avenue

Boston, Massachusetts 02115

United States

Attention: Vice President, Technology Development and New Ventures

With a copy to:

Computational Health Informatics Program

Attn: Kenneth D. Mandl, MD, MPH

Boston Children’s Hospital

300 Longwood Avenue

Boston, MA 02115

This Agreement will be governed by the law of the Commonwealth of Massachusetts and controlling United States federal law, and any proceedings arising out of this Agreement will take place in the federal or state courts located in Boston, Massachusetts, United States. If any provision of this Agreement is held by a competent jurisdiction to be contrary to law, all remaining provisions of this Agreement will remain in full force and effect.

The terms of this Agreement are the entire and final understanding between Licensee and SMART concerning the Logo, and any modification must be in a signed writing referencing this Agreement.