

ENROLLMENT INSTRUCTIONS

Thank you for your interest in participating in the NCDR[®] ACTION Registry[®]-GWTG[™]. All the materials you need to enroll are attached. ACTION Registry-GWTG is sponsored by Bristol-Myers Squibb/Sanofi Pharmaceuticals Partnership and Schering-Plough Corporation. As a result, there is no cost to hospitals for participation in ACTION Registry-GWTG.

Enrolling is as easy as 1-2-3:

- 1.** The first step in completing the enrollment process is for you to review the following documents:
 - **Participant Contact Information Form:** This form provides the ACTION Registry-GWTG account management team with appropriate contact information for your hospital. Since our records show that you are currently a participant in one or more of the other NCDR registries, please be sure to include your NCDR Participant Identification Number on this form.
 - **ACTION Registry-GWTG Addendum:** This 4-page document details the obligations of both parties that are unique to ACTION Registry-GWTG.
- 2.** Next, fill out the contact information form; and sign and date the addendum.
- 3.** Send your completed enrollment packet: 1) the Participant Contact Information form, and 2) the ACTION Registry-GWTG Addendum to:

**American College of Cardiology Foundation
Attn: NCDR ACTION Registry-GWTG Enrollment
P.O. Box 79231
Baltimore, MD 21279-0231**

As soon as we receive and process your documents (please allow 15 business days for processing of your enrollment materials), we'll send you an email with your NCDR Participant ID Number and your User ID and Password for the ACTION Registry-GWTG User Website.

If you have any questions about the enrollment process, please call an ACTION Registry-GWTG Support Specialist at **800-257-4737**.

On behalf of NCDR, we look forward to your participation in the ACTION Registry-GWTG.

Sincerely,

The NCDR ACTION Registry-GWTG Account Management Team

NCDR is an initiative of the American College of Cardiology Foundation[®], with primary partnering support for ACTION Registry-GWTG from the American Heart Association, and additional partnering support from the Society of Chest Pain Centers.

PARTICIPANT CONTACT INFORMATION

Please complete the information requested below and include this document when you return your enrollment materials. *Only completed forms with valid email addresses will be processed.*

NOTE: Health systems must complete one form for each hospital enrolling.

We currently participate in these NCDR® registries (check all that apply):
 CathPCI Registry® CARE Registry® ICD Registry™
 Our NCDR Participant ID Number is _____

HOSPITAL (please print clearly and legibly)

Health System (if applicable)	
Hospital Name	
Address 1	
Address 2	
City/State/ZIP Code	

REGISTRY SITE MANAGER (please print clearly and legibly)

Contact (First Name, Last Name)	
Title	
Address 1	
Address 2	
City/State/ZIP Code	
Telephone	()
Fax	()
Email	@

CONTRACT MANAGER (please print clearly and legibly)

Contact (First Name, Last Name)	
Title	
Address 1	
Address 2	
City/State/ZIP Code	
Telephone	()
Fax	()
Email	@

CARDIOSOURCE® SET-UP (please print clearly and legibly): Registry participation also includes free access to Cardiosource, our educational Website that includes over 1,000 clinical trials, all ACC evidence-based practice guidelines, study guides, and more.

Technical Contact (First Name, Last Name)	
Email	@
IP Address Range*	

IP addresses may be obtained from your Information Technology network staff. Please advise them we need the network source address block(s) for your NAT range or any proxy servers which provide your users with access to the internet. These are the IP range(s) from which we would see them as originating. For example, if you own the following 25.254..* network range but your users only originate from a smaller subnet range (ex. 25.254.5.*), please submit that subnet range. We are only interested in network addresses, not subnet masks (ex. 255.255.255.0). If you have multiple addresses, please separate by a semicolon (ex. 155.246.*.*; 129.35.2.*). For additional information, please contact technical support at csinst@acc.org.

ACTION Registry[®]–GWTG[™] Addendum

**ADDENDUM OF AGREEMENT BETWEEN
NCDR[®] PARTICIPANT AND THE
AMERICAN COLLEGE OF CARDIOLOGY FOUNDATION**

THIS ADDENDUM (“Addendum”) is made this ___ of _____ 200__ and is effective as of the ___ day of _____, 200__ (“Effective Date”) between the American College of Cardiology Foundation (“ACCF”), a non-profit, tax-exempt organization with office located in Washington, DC, and _____ (“Participant”) (collectively “Parties”). This Addendum adds certain terms, including participation in a new ACCF Registry, to the Master Agreement relating to Participant’s participation in the American College of Cardiology Foundation – National Cardiovascular Data Registry (“NCDR[®]”) dated the ___ of _____, 200__ (“Master Agreement”);

RECITALS:

WHEREAS, in accordance with Section 1.a of the Master Agreement, the Parties wish to add an additional Registry to the Master Agreement and to document Participant’s participation in the additional Registry on the terms and conditions of the Master Agreement, except to the extent additional or modified terms and conditions are specifically added by this Addendum.

WHEREAS, the additional Registry to which the Parties desire to extend the Master Agreement to is the ACTION Registry[®]–GWTG[™], a Registry that the ACCF and the American Heart Association (“AHA”) have developed collaboratively;

WHEREAS, the ACCF has contracted with Duke Clinical Research Institute to provide certain technology management services to Participant on the behalf of the ACCF;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ACCF and Participant,

IT IS AGREED:

1. The Parties agree that all of the Recitals are true and correct and are hereby incorporated by reference into this Agreement. All defined terms in the Master Agreement have the same meaning in this Addendum unless otherwise specifically stated.
2. The Parties recognize that all obligations detailed in the existing Agreement apply to participation in ACTION Registry–GWTG except as expressed in this Addendum

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3. The Parties acknowledge that the ACTION Registry–GWTG Call for Data period as it is defined in provision 2.a.ii of the Master Agreement shall be the first thirty (30) days following the end of a calendar quarter.
4. The Parties acknowledge that for the purposes of the ACTION Registry–GWTG provision 7.a and 7.b of the Master Agreement shall not apply. The following provisions only apply to participation in the ACTION Registry–GWTG:

Data and Copyright Ownership.

- a. Individual Patient Data. The data for individual patients submitted by Participant shall be the exclusive property of Participant, subject to the rights, if any, of the Participant’s patients in Individually Identifiable Health Information, and subject to the rights granted to ACCF in this Agreement and the HIPAA Appendix. Participant hereby agrees the return of that information is infeasible, as it has been integrated into the ACTION Registry–GWTG. Participant grants to ACCF a perpetual, enterprise-wide, royalty-free license, that is worldwide and in all forms and all media (including derivative works), to use the data of individual patients submitted by Participant in such manner that is consistent with this Agreement. To the extent ACCF develops de-identified or similar data that is not Individually Identifiable Health Information from the data submitted by Participant for individual patients, ACCF and AHA shall jointly own such data, and any derivative works from it, as Intellectual Property Rights owned by ACCF and AHA.
- b. Intellectual Property; Aggregate Data. All Intellectual Property Rights and title to all proprietary information and rights to any software, database, and any data submitted and accepted by ACCF for use in ACTION Registry–GWTG, aggregate data and the compilation of the same with any other data received in connection with ACTION Registry–GWTG and any derivative works using the ACTION Registry–GWTG data including, without limitation, any reports, calculations and models based thereon, and De-identified Data as described in Section 7.a above 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 with ACCF and/or the AHA depending on claimant of such intellectual property. For purposes of this Agreement, “Intellectual Property Rights” means all, or any intermediate version or portion, of any formulas, processes, outlines, algorithms, ideas, inventions, know how, techniques, intangible, proprietary and industrial property rights and all intangible and derivative works thereof, including, without limitation, any and all now known or hereafter existing, in and to (i) trademarks, trade name, service marks, slogans, domain names, uniform resource locators or logos; (ii) copyrights, moral rights, and other rights in works of authorship, including, but not limited to, compilations of data; (iii) patents and patent applications, patentable ideas, inventions and innovations; (iv) know-how and trade-secrets; and (v) registrations, applications, renewals, extensions, continuations, divisions or reissues of the foregoing. Once Participant data is accepted by ACCF into

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ACTION Registry–GWTG for analysis and reporting, this data becomes part of the ACTION Registry–GWTG aggregate data and it cannot be retracted from ACTION Registry–GWTG by Participant. Information to which ACCF has access or information to which ACCF and/or AHA have ownership under this Section shall not be considered Confidential Information to be returned to Participant under Section 10 of the Master Agreement.

5. A web-based data entry tool (“Tool”) has been developed for submission of Participant’s clinical data in ACTION Registry–GWTG and this Tool meets the requirements of ACCF-approved software as outlined in paragraph 2.b of the existing Agreement.
6. Participant acknowledges that data submitted by Participant will be held, maintained and analyzed by Duke Clinical Research Institute as a contractor of ACCF.
7. The Participant recognizes that use of the Tool will require Internet Explorer 6.0 or higher.
8. The ACCF shall produce a training mechanism detailing the functionality of the Tool. The training mechanism is specifically the intellectual property of the ACCF and AHA under Section 4.b of this Addendum. It is the responsibility of the Participant to review the provided training materials and use the Tool as detailed in the materials. The ACCF reserves the right to amend or update the training materials periodically. The ACCF will notify the Participant of amendment of the training material and will make the material available to the Participant.
9. The ACCF will provide support via telephone and e-mail during normal business hours Monday-Friday from 9:00 a.m.-5:00 p.m. eastern time. Support will not be offered on the weekend or federal holidays. The ACCF will provide technical support for the utilization of Tool only. It is the responsibility of the Participant to handle any issue related to hardware requirements required to utilize the Tool.
10. Upon notice and with the cooperation of the Participant. The ACCF shall use reasonable efforts to promptly resolve any failure of the Tool to perform which materially impairs the Participant’s use of the Tool or any malfunction or defect of the Tool, including through updates or corrections.
11. The ACCF shall deliver corrections to the Tool in the form of updated versions or revisions to the Tool.
12. The Parties recognize that all Protected Health Information submitted to ACCF is protected under Appendix A of the Agreement.
13. To the extent any inconsistency exists between this Addendum and the terms of the Agreement, the terms of this addendum shall control with the exception of the terms and condition of Appendix A of the Agreement (HIPAA Appendix) and if any

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inconsistency exist between Appendix A and this Addendum, the terms of Appendix A shall control.

14. All other terms of the Master Agreement shall remain in force and unchanged.

WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized agents

**American College of
Cardiology Foundation**

Participant

By: _____

By: _____

Date: _____

Date: _____