

World Health Organization (WHO)

Global Burn Registry

PARTICIPATION AGREEMENT

This Participation Agreement (the "**Agreement**") effective as from the last date of signature, is made by and between the World Health Organization, 20 avenue Appia, 1211 Geneva 27, Switzerland ("**WHO**") and

Dr. Mohammad Samiei, Vice chancellor for Research, Tabriz University of Medical Sciences

[full legal name of entity contributing the Data]

2nd central building, University str., Tabriz, East Azerbaijan, Iran.

[address of Participant]

(the "**Participant**").

The Participation Agreement Terms and Conditions, attached hereto, form an integral part of this Agreement.

WHO and the Participant are each hereinafter referred to from time to time as a "**Party**", and together as the "**Parties**". Further, the terms "**you**" and "**your**" used herein refer to the Participant, and the terms "**we**" and "**our**" refer to WHO.

1. Background on the GBR and the collaboration between WHO and the Participant

WHO, through its Department for Management of NCDs, Disability, Violence and Injury Prevention, will work to establish the Global Burn Registry (the "**GBR**").

The GBR aims to provide a standardized platform for data collection, analysis and dissemination regarding burns.

The data contained in the GBR is provided by participating health facilities across the world (not by WHO), and WHO does not verify or validate the data, whether to its accuracy, completeness, or otherwise. Participation in the GBR by health facilities is strictly voluntary, and without remuneration.

The GBR allows users to access the GBR data through its online platform which permits full export of the data so that it can be used in other outputs such as reports, articles and presentations.

You, as the Participant, are a health facility at which patients are treated, including burn patients. You agree to provide to WHO information on burn patient cases treated in your health facility on a periodic basis (the "**Data**") via submission of information based on the established data collection form established by WHO and accessible through the GBR website at www.who.int/violence_injury_prevention/burns/gbr.

You wish to provide the Data to WHO for the purpose set forth herein, including in the section "Purpose of the Collaboration" below (the "Purpose"), subject to the terms of this agreement, including the attached Participation Agreement Terms and Conditions.

2. Purpose of the Collaboration

The Parties enter into this Agreement in order for the Participant to provide data to WHO for use and dissemination as follows, and as more further detailed in the procedures and processes contained in the GBR website at the above-referenced address.

a. Private Access by the Participant to all Participant-Submitted Data

As a Participant in the GBR, you will have the ability to view all of the information your facility has submitted to the GBR, via the access instructions provided to you by WHO. You accept and assume complete responsibility for ensuring the specific web URL (and token) provided by WHO to you is used only by authorized parties and for authorized purposes within your facility, and shall be completely responsible thereby, with WHO assuming no responsibility.

b. Public Access to a de-identified and limited set of GBR Data

WHO will provide, through the GBR, public access to a limited set of the data it receives from all GBR Participants, including the Data which is the subject of this Agreement.

The "public view" of the GBR Data will modify or exclude certain GBR Data provided by participants in order to protect patient confidentiality.

WHO thanks you for sharing your data with the GBR. To confirm your agreement, please sign on behalf of your organization (the Participant) below.

In witness of the foregoing, the Parties have executed this Participation Agreement as of the following date:

For and on behalf of the World Health Organization

For and on behalf of

Tabriz University of Medical Sciences

[full legal name of entity contributing the Data]



Name: Dr Etienne Krug
Title: Director, Department for Management of NCDs, Disability, Violence and Injury Prevention
Date: _____

Name: Dr Mohammad Samiei
Title: Vice chancellor for Research
Date: 18/Sep/2019

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PARTICIPATION AGREEMENT

Terms and Conditions

1. Participant's representations and warranties
 - a. *Regarding the GBR.* The Participant represents and warrants that, with respect to the GBR as a whole, that the Participant has obtained all organizational and legal permissions, consents and approvals necessary for its participation in the GBR pursuant to the terms herein, including, if applicable, ethical consents, and that its aforesaid participation shall not violate any applicable law, regulation, or procedures, and, further, the Participant shall be solely responsible for such of regulatory and legal compliance, including their ongoing compliance, and that WHO shall in no way be responsible or liable for the aforesaid.
 - b. *Regarding the Data.* With respect to the Data, the Participant represents and warrants that:
 - i. Prior to transmitting any Data to WHO, the Participant has obtained, all necessary permissions, consents, approvals from all parties to transfer the Data, including, if required under applicable law, permission from the patient(s) themselves, and shall retain evidence of all such matters for the duration of this agreement and ten years thereafter;
 - ii. The Data has been prepared, collected, and presented by an appropriately-trained medical professional, and is, to the best of the Participant's knowledge, accurate in all material respects, and does not disclose any confidential or private information of the Participant or any individual, including any patient of the Participant;
 - iii. Regarding all rights in or related to the Data, including, without limitation, copyright ("Rights"), the Participant is either the sole and complete owner of the Data and the Rights, or has obtained all necessary permission(s) from the owners of the Data and the Rights to enable the Participant to transfer the Data to WHO;
 - iv. To the best of the Participant's knowledge, all facts and information contained in the Data are complete and accurate, and have been completed in a professional manner by qualified health professionals; and
 - v. The transfer of the Data by the Participant to WHO, and the use of the Data by WHO (including placing the Data on the GBR website in public version for public review and use) pursuant to the terms of this Agreement shall not violate the Rights or any other rights, including intellectual property rights, moral rights, or privacy rights, of any third party.
2. Responsibility. The Participant shall be solely responsible for, and shall indemnify and hold WHO harmless from and against, the full amount of any and all claims, losses, and liabilities, including legal fees and costs, arising in any manner whatsoever from any and all breaches by the Participant of any of the representations and warranties in Section 1, above.

3. Transfer of the Data, and revisions to the Data, to WHO. The Participant agrees to provide data to WHO on a regular basis, with the Participant determining the frequency and arrangements for upload (whether continuous, in a monthly batch, or otherwise). During the period of this Agreement, the Participant shall provide to WHO any updates, corrections, or revisions to the Data, if and to the extent they arise, within a reasonable time and in a similar format as the original Data.
4. No remuneration for participation in the GBR. The Participant shall not be provided, by WHO or any other party, any compensation or remuneration for its Participation in the GBR, including, without limitation, for the time taken to complete and submit Data to WHO, and the Participant provides the Data, and shall provide all updates to the Data, to WHO free of charge.
5. WHO's undertakings regarding the Data. With respect to the Data transferred by the Participant to WHO, WHO shall:
 - a. Use the Data only for the Purpose, and make no other use thereof without prior written authorization of the Participant;
 - b. Disclose the Data only to those persons entitled to receive it for the Purpose (which, for reference is for free public access to the extent the data is the "public view" version, and for the "private view" version of the Data, is only to the Participant, as communicated by a restricted access code, in both cases as indicated and coded solely by the Participant, who assumes all responsibility thereto); and
 - c. Maintain the Data on WHO's secure server.
6. Ownership of the Data and derivative works. Title to the Data is and remains the property of the Participant, and the Participant makes the Data available to WHO as a service to global health. WHO shall own any inventions and/or derivative works resulting from or including the Data, to the extent that these are a result of WHO's independent use of the Data.
7. Return of the Data. Upon completion of the Purpose and in the absence of any further written agreement between the Parties, WHO shall cease all use, and shall make no further use, of the Data disclosed to it hereunder, and shall, upon written request from the Participant, promptly return to the Participant all of the Data received which is in tangible form, provided, however, that WHO may retain one copy of the Data in its files for reference and to determine any continuing obligations hereunder.
8. Publication and acknowledgement. WHO shall acknowledge the participation of all health facilities participating in the GBR on the online platform of the GBR. Due to the large expected number of health facilities participating in the GBR, WHO does not expect to be in a position to acknowledge each such participating facility by name, however, if WHO does do so, it will include the Participant. WHO is free to publish any work which includes, results from, or utilizes the Data.
9. No privilege, advantage, or endorsement. The Participant's contribution of the Data to WHO does not constitute any endorsement by WHO of either the Data or the Participant, nor does it confer any privilege or advantage on the Participant or offer the Participant any possibility for advising, influencing, or participating in the management or implementation of WHO's operational activities, whether with respect to the use of the Data or otherwise.

10. No further agreement. Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation to enter into any further agreement relating to any of the Data or as the grant of a license to WHO to use the Data other than for the Purpose.
11. No public statements. Without the prior written consent of the other Party, except as expressly provided herein, neither Party shall, in any statement or material of an advertising or promotional nature, refer to the relationship of the Parties under this Agreement, or to the relationship of the other Party to the Data and/or the Purpose.
12. Termination. The Parties may terminate this Agreement, or portions thereof, at any time by mutual written consent. Either Party may unilaterally terminate this Agreement at any time by giving written notice at least thirty days prior to the desired termination date. Those rights and obligations of the Parties as set forth in this Agreement that are intended by their nature to survive its expiration or earlier termination shall so survive.
13. Amendment. This Agreement may only be amended by written amendment executed by a duly authorized officer of each Party.
14. Settlement of disputes. Any dispute relating to the interpretation or application of this Agreement will, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute will be settled by arbitration. The arbitration will be conducted in accordance with the modalities to be agreed upon by the parties, or in the absence of agreement, with the rules of the International Chamber of Commerce. The parties will accept the arbitral decision as final.
15. Privileges and immunities of WHO. Nothing contained in or relating to this Agreement shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by WHO under national and international law and/or as submitting WHO to any national court jurisdiction.
16. Other. This Agreement sets forth the entire agreement of the Parties with respect to its subject matter. Any Appendices and/or Exhibits attached to this Agreement are an integral part of this Agreement. In the event that any portion of this Agreement is held to be invalid for any reason, the remainder of this Agreement will remain in full force and effect. Paragraph headings in this Agreement are for reference only.
