

Accelerator Program Participant Agreement Cover Sheet



Instructions

1. Fill in the date (day and month) of when you sign this agreement, as well as Participant's name and, if you are a company, your state of formation.
2. Read the terms and conditions of the agreement.
3. Fill in any open source software information, if applicable, in the "Open Source Software" paragraph.
4. Fill in your contact information at the end of the agreement.
5. Sign and date where indicated at the end of the agreement.
6. Email all pages of this agreement including the signature page to: carolyn_h_tomasi@bcbsil.com.

Accelerator Program Participant Agreement

This Accelerator Program Participant Agreement (“Agreement”) is entered into on this _____ day of _____, 2021 (“Effective Date”), by and between Health Care Service Corporation (“HCSC”) and INSERT PARTICIPANT NAME, [if applicable, a/an corporation organized under the laws of the State of _____ /individual] (“Participant”). HCSC and Participant are each a “party” and collectively the “parties” to this Agreement.

BACKGROUND

1. The HCSC Innovation Accelerator Program (“Accelerator Program”) is a program moderated by Innovation Development Institute, dba MATTER CHICAGO, (“Moderator”) and sponsored by HCSC.
2. The Accelerator Program invites individuals, or members of a group collectively, to participate by delivering an innovative solution (“Solution”) as part of a Submission, as defined below, the goal of which is to advance health equity for communities HCSC serves by supplementing care delivered beyond the traditional doctor’s office visit, including at home, virtually, and in the community. “Submission” means any and all materials, in electronic or other form, submitted by Participant to Moderator disclosing their Solution for the purpose of participating in the Accelerator Program including, but not limited to, Participant’s three (3) minute video pitch and responses to application questions submitted via the Accelerator Program web site, as well as any supporting materials and/or materials subsequently submitted to Moderator or HCSC as part of the Accelerator Program.
3. Selected participants for the Accelerator Program (“Accelerator Class”) will have the opportunity to be part of a mentoring experience with HCSC for the purpose of further evaluating and/or developing their proposed Solution (“Accelerator Experience”).
4. HCSC’s and its incubator partner, MATTER, are conducting the Accelerator to evaluate whether to further develop or refine the Accelerator Class’s proposed Solutions to help facilitate the development and growth of the selected Participants for the Accelerator Class.

NOW, THEREFORE, in consideration of the promises and mutual covenants in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Submission Non-Disclosure. Participant recognizes that the Accelerator Program is a competition and will not discuss the content of their Submission, or the content of the Submissions of other Participants, with other Participants or their affiliates, both before and after submitting their Submission to the Accelerator Program.
2. Non-Participation. Participant is not currently participating in another accelerator program, challenge, competition, or third-party study involving the subject of Participant’s Submission or proposed Solution. Participant will not participate in another accelerator program, challenge, competition, or third-party study involving the subject of Participant’s Submission or proposed Solution from the time of Participant’s Submission until after HCSC determines the Accelerator Class. If selected as part of the Accelerator Class to

participate in the Accelerator Experience, Participant will not during the term of this Agreement, and for a period of time, not to exceed 60 days, after the conclusion or termination of the Accelerator Experience, participate in another accelerator program, challenge, competition, or third-party study involving the subject of Participant's Submission or proposed Solution.

3. Exclusivity. Participant is not currently working with, nor has ever worked with, any health insurer or company providing health care products or services ("Competitor"), regarding the subject of Participant's Submission or proposed Solution. Participant will not enter into any agreement or other arrangement with any Competitor regarding the subject of Participant's Submission or proposed Solution from the time of Participant's Submission and for a period of time, not to exceed 12 months after termination of this Agreement. If selected as part of the Accelerator Class to participate in the Accelerator Experience, Participant shall not work with any Competitor regarding Participant's Submission or proposed Solution for 12 months after the termination of this Agreement. HCSC shall have the exclusive right, with respect to any Competitor, to evaluate Participant's proposed Solution. With the exception of any information regarding Participant's Submission, Solution, or the Accelerator Program that has already been made publicly available prior to the Effective Date, Participant will not discuss or disclose the details of the Accelerator Experience or the extent of HCSC's technical, financial or development assistance with anyone not employed by HCSC without the express written permission of HCSC, except as provided herein.
4. Cash Prize. To the extent Participant is selected as part of the Accelerator Class and receives a cash prize from HCSC, Participant will track all expenditures of the cash prize and provide documentation or proof of any and all expenditures to HCSC. Participant will not use the cash prize to pay for the services of any individual or entity operating as a consultant or expert. Participant may use the cash prize to pay for expenses that are used to directly contribute to the development of Participant's proposed Solution. Participant must use the cash prize, in its entirety, during the term of this Agreement. Any unused portion of the cash prize remaining at the end of the term of this Agreement will be returned to HCSC.
5. Participant acknowledges that neither Moderator nor HCSC are obligated to keep the Submission and/or Solution confidential. Participant further explicitly grants: (a) HCSC a right to publicize the identity of the Participant, the Solution, and/or the content of the Submission and/or Solution in any form deemed suitable by HCSC, and (b) a license to use any trademarks, service marks, trade secrets, logos and intellectual property of Participant, including, but not limited to, the right to publish the content of the Submission and/or Solution, and using the same in one or more press releases, promotional materials and/or in the content of one or more web pages.
6. Reservations of Rights in Blue Cross and Blue Shield Service Marks. Subject to its licensing agreement(s) with the Blue Cross and Blue Shield Association, a national trade association, HCSC retains exclusive rights to use the commercial names and symbols Blue Cross and Blue Shield of Illinois, Blue Cross and Blue Shield of Montana, Blue Cross and Blue Shield of New Mexico, Blue Cross and Blue Shield of Oklahoma, Blue Shield and Blue Cross of Texas, together with any distinctive names, trademarks or service marks (together the "HCSC Marks"). Participant will not use the HCSC Marks or any derivative of them in any manner for any purpose at any time without the express written consent of HCSC in advance of their use.
7. HIPAA. HIPAA COMPLIANCE DISCLAIMER AND ACKNOWLEDGMENT: Participant hereby acknowledges that it has been informed by Moderator that the Moderator's office space and the services provided pursuant to the Moderator's Membership Agreement are not compliant with the Gramm-Leach-Bliley Act (P.L. 106-

102) (15 U.S.C. Section 6809) and implementing regulations thereof (“GLB”), Health Insurance Portability and Accountability Act of 1996 and its implementing regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A and E, and 45 C.F.R. Part 160, Part 162 and Part 164, Subparts A and C (collectively, “HIPAA”) and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH”). Participant acknowledges that HCSC shall not be responsible for ensuring that Participant’s Solution is compliant with HIPAA and HITECH and shall not be responsible for Participant’s violation thereof.

8. Evaluate and Use. Participant will allow HCSC to evaluate, use and benefit from Participant’s Solution during the Accelerator Experience. HCSC will use Participant’s Solution for this purpose during the Accelerator Experience. HCSC may, upon evaluation of Participant’s Solution and at its discretion, provide to Participant technical and/or financial assistance to otherwise assist in the development of Participant’s Solution. Participating in the Accelerator Experience is not a guarantee that HCSC will invest in, purchase, commercialize or further develop Participant’s Solution and/or provide technical and/or financial assistance. HCSC reserves the right to decline to further develop Participant’s Solution and/or decline to provide technical and/or financial assistance at HCSC’s discretion.
9. Term. The Accelerator Experience shall be conducted for a period of time (“Term”) commencing on the date that HCSC determines the Accelerator Class and concluding on the earlier of: (i) November 30, 2021 or (ii) termination by HCSC or the Participant. The Term may be extendable by a separate agreement to be negotiated in good faith by the Participant and HCSC prior to the conclusion or termination of the Term. The time frames in this section may be modified by mutual agreement between HCSC and Participant upon conclusion of the Term.
10. Termination. Either HCSC or Participant may terminate this Agreement without cause. HCSC may terminate this Agreement immediately upon written notice to Participant if Participant materially breaches this Agreement. To the extent Participant terminates this Agreement within 180 days of receiving financial assistance from HCSC, Participant will refund any amount of financial assistance not used for the development of Participant’s Solution.
11. Confidential Information. During the Term, the parties intend on having discussions concerning the Accelerator Experience and the Solution during which certain information may be disclosed by one party (the “Disclosing Party”) to the other (the “Receiving Party”). These discussions may include sessions in which employees of HCSC are actively assisting or otherwise contributing information, such as, generalized know-how or Confidential Information, as defined herein.
 - a. “Confidential Information” means information not known to the public in any form or media or that otherwise would be understood by a reasonable person to be confidential, whether received before or after the Effective Date, and that is provided or made available to the Receiving Party by the Disclosing Party this Agreement. A party may label the information it considers Confidential Information but is not required to do so. Provided that any such information (i) is marked as confidential at the time of disclosure, (ii) is unmarked (e.g., disclosed orally or visually) but is clearly identified as confidential at the time of disclosure, or (iii) due to the circumstances of disclosure or the nature of the information, should reasonably be considered Confidential Information.

- b. Confidential Information also includes, but is not limited to, the category of “Business Confidential Information” (“BCI”), such as de-identified data, trade secrets, product pricing, access to information systems, business strategy, client accounts or financial data.
- c. Confidential Information also includes the category of “Personally Identifiable Information” (“PII”). PII is any personal information that uniquely identifies an individual and includes but not limited to “Protected Health Information” (“PHI”) as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations (45 CFR Part 160-164)..
- d. For purposes of this Agreement, Confidential Information shall include the content of Participant’s Submission.

During the Term, each party shall protect the other party’s Confidential Information using the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care and no less than the standard of care required by applicable laws for the respective categories of Confidential Information which are disclosed by one party to another.

Additionally:

- (i) Both parties are responsible for (a) communicating all confidentiality obligations related to the Confidential Information to each person(s) receiving disclosed Confidential Information and (b) confirming that all such person(s) will comply with the terms of this Agreement;
- (ii) Both parties shall only use Confidential Information of the other for the purposes as set forth in this Agreement; and
- (iii) Both parties will disclose only the minimum necessary Confidential Information to such person(s), who have a need to know about such Confidential Information, solely for the purpose of permitting them to perform services on behalf of the disclosing party in fulfillment of that party’s obligations under this Agreement.

The parties acknowledge that Confidential Information is a valuable asset and that if the confidentiality provisions of this Agreement are violated, the value of such Confidential Information may be irreparably damaged, to a degree and in an amount, that may not be fully ascertainable. In that event, the affected party is entitled to seek injunctive relief to redress any violation of the Confidentiality provisions and shall provide the other party with prompt notice of the intended action.

All HCSC Confidential Information shall remain property of HCSC. HCSC is under no obligation to provide Confidential Information to Participant. Nothing in this Agreement permits or contemplates the receipt or access to HCSC PII by Participant. If Participant inadvertently receives or accesses any PII which includes PHI the Participant agrees to notify HCSC within twenty-four (24) hours of such receipt or access. Participant further agrees to either securely destroy the PII or PHI or implement adequate safeguards to secure the PII or PHI.

12. Intellectual Property Rights. "Intellectual Property Rights" means all rights in, arising out of, associated therewith, and rights to US and foreign (i) patents, patent disclosures, inventions, discoveries, and ideas (whether patentable or not), (ii) trademarks, service marks, certification marks, trade dress, trade names,

brand names, logos, corporate names, web addresses, web sites, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and copyrightable works (including computer programs), writing and other works (whether copyrightable or not), and rights in data and databases, (iv) trade secrets, know-how, proprietary information and other confidential information, technology and technical data, (v) all computer software including all source code, object code, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded, and (vi) all other intellectual property rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such as reissues, divisions, provisionals, continuations and continuations-in-part thereof, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- a. Except as specifically provided herein, each party owns and retains all right, title and interest, worldwide, in any and all of its Intellectual Property Rights existing before the Effective Date. For the avoidance of doubt, the content of Participant's Submission, including Participant's proposed Solution, as of the Effective Date, is the sole and exclusive property of Participant. Pursuant to at least sections 8 and 13.c, Participant grants HCSC the rights to use and exploit the content of Participant's Submission, including Participant's proposed Solution, for the purpose of the Accelerator Experience.
- b. Participant acknowledges that any intellectual property, including, but not limited to, information, discoveries (whether patentable or not), innovations, suggestions (including suggestions made by HCSC to Participant, or suggestions made by Participant to HCSC, regarding the Accelerator Experience, Submission or Solution), ideas, trade secrets and copyrights, made or developed under this Agreement shall be the sole property of HCSC. Participant will cooperate with HCSC in applying for and obtaining protection of any such intellectual property, including signing and causing its employees to sign any documents requested by HCSC to assign their rights to such intellectual property to HCSC and to confirm the foregoing assignment and HCSC's ownership of such intellectual property.

13. Participant Representations and Warranties.

- a. Authority and No Conflict. Participant has the full power, right and authority to enter into and make the contributions and assignments and perform its other obligations under this Agreement without the consent, approval or authorization of any other person or entity. The signature and delivery of this Agreement by Participant, and Participant's compliance with the terms thereof, do not and will not conflict with or result in a breach of any terms of, or constitute a default under, any agreement, obligation or instrument to which Participant is a party or by which it is bound. Participant or any member thereof is not an HCSC employee as of the Effective Date.
- b. Ownership. Participant is the sole and exclusive owner of the materials in Participant's Submission, including Participant's Solution, and there are no shared ownership interests of any kind in or to any of the materials in Participant's Submission, including Participant's Solution. All of the Intellectual Property Rights in the materials in Participant's Submission, including Participant's Solution ("Participant Intellectual Property Rights"), are valid, enforceable and subsisting, and no governmental registration of any of the Participant Intellectual Property

Rights has lapsed, expired or been canceled, abandoned, opposed or the subject of a reexamination request.

- c. Rights of Use. Participant warrants that it has the right to, and does, convey to HCSC all necessary rights to use and exploit the materials in Participant's Submission, including Participant's Solution.
- d. Quiet Enjoyment. To Participant's knowledge, there have been no threats, communications, claims, actions, proceedings or litigation, and there is no basis upon which a claim may be made against Participant, HCSC, or any of their respective affiliates, that could give rise to any liability or that challenges the inventorship, ownership, scope, validity or enforceability of any of the Participant Intellectual Property Rights. To Participant's knowledge, there is no instance where it has been held, claimed or alleged, and there is no basis upon which a claim may be made, that the subject matter of any Participant Intellectual Property Right infringes, misappropriates or otherwise violates any intellectual property right of a third party, or that any activity of a third party infringes or may infringe upon or is in violation of any of Participant's Intellectual Property Rights.

14. RESERVED.

15. Other Rights. Nothing in this Agreement shall be construed as granting to or conferring upon the Receiving Party any rights by license or otherwise in the Confidential Information, or any patents, inventions, copyrights or trade secrets included or embodied therein, other than the rights expressly and specifically granted herein, or obligate either party to enter into a business relationship with the other. No representation is made by the Disclosing Party that the Confidential Information provided to the Receiving Party is complete or accurate in all respects. This Agreement is not intended to be, nor shall it be construed as, a teaming arrangement, joint venture, partnership, or any other business arrangement. The Receiving Party hereby acknowledges that it shall not acquire any rights in or to the Confidential Information other than the rights expressly and specifically granted herein. Except as provided herein, the Receiving Party shall not acquire any ownership right, interest of title in/to the Confidential Information or any intellectual property rights therein or the right to obtain or apply for such rights under this Agreement.

16. CONSEQUENTIAL LOSS. THE PARTIES ARE NOT LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, ANY LOSS OF PROFITS OR ANTICIPATED PROFITS, ANY ECONOMIC LOSS, ANY LOSS OF BUSINESS OPPORTUNITY, ANY LOSS OF DATA OR ANY LOSS OR DAMAGE RESULTING FROM WASTED MANAGEMENT TIME IRRESPECTIVE OF WHETHER (A) THE LOSS OR DAMAGE IS CAUSED BY OR RELATES TO BREACH OF CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR (B) THE PARTIES OR ANY OTHER PERSON PREVIOUSLY WERE NOTIFIED OF THE POSSIBILITY OF THE LOSS OR DAMAGE.

17. Open Source Software. To the extent the Participant's Solution or development pursuant to the Accelerator Experience includes the use of open source software, the party providing the open source software shall disclose to the other party, the existence and identity thereof, including identifying the type of license agreement under which the open source software is licensed and, if used or incorporated during the Accelerator Experience, further document where and how it is used to implement the Solution. Participant hereby discloses that Participant's Submission includes the _____ open source

application frameworks, subject to the _____ open source license. [PARTICIPANT TO FILL IN, TO THE EXTENT THE SUBMISSION INCLUDES ANY OPEN SOURCE SOFTWARE]

18. Dispute Resolution

18.1 *Initial notice and negotiation.* Any dispute arising out of or related to this Agreement shall be resolved in accordance with the procedures specified in this Section 18. Participant or HCSC shall give written notice to the other party of the existence of a dispute. Within twenty (20) days of receipt of the written notice, the parties shall seek to resolve that dispute through informal discussions between authorized representatives of the parties with appropriate authority to approve any resolution. All negotiations pursuant to this Section 18 are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. In the event of any dispute arising out of the subject matter of this Agreement that is resolved by litigation, the prevailing party shall recover, in addition to any other damages assessed, its reasonable expenses, including reasonable attorneys' fees and costs, incurred in litigating such dispute.

18.2 Except as provided otherwise in this Agreement, each party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

19. **Governing Law.** The provisions of this Agreement shall be governed by the laws of the state of Illinois, USA without reference to principles of conflicts of laws.

20. **Assignment.** This Agreement may not be assigned by Participant without the express written consent of HCSC.

21. **Waiver.** Waiver of a portion of this Agreement by either party shall not be considered a waiver of any subsequent breach of this Agreement.

22. **Entire Agreement.** This Agreement contains the sole and entire agreement between and understanding of the Participant and HCSC relating to the subject matter of this Agreement and any representation, promise or condition, or any amendment not contained within this Agreement, shall not be binding on either the Participant or HCSC unless mutually agreed to in a subsequent written agreement signed by an authorized representative of the party to be bound thereby. Participant acknowledges that they have had the opportunity to have this Agreement reviewed by their respective legal counsel.

23. **Survival.** The parties agree that the terms relating to the disclosure of confidential information, ownership of intellectual property and indemnification shall survive termination of this Agreement.

24. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

25. **Miscellaneous.** The parties agree that, now and in the future, they will not make any disparaging or derogatory statements in relation to this Agreement or about the other party to the public or the other

party's employees or engage in any conduct that would impugn, malign, denigrate, or otherwise harm the good will or public image of the other party with respect to this Agreement.

26. Notices. A notice, consent or other communication under this Agreement by either party is only effective if it is in writing on behalf of the party giving it delivered by email.

To: **HCSC**

Email: PSSOperationsMailbox@bcbsil.com; and
legalnotices@hcsc.net

To: **[PARTICIPANT]**

Email:

The parties have signed this Agreement by the signatures of their authorized representatives as of the Effective Date stated above.

HCSC

[PARTICIPANT]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____