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**NATIONAL ASSOCIATION OF SCHOOL NURSES**

**School Name Here**

**DEMONSTRATION SITE AGREEMENT**

This Agreement is entered into on *insert date* by the National Association of School Nurses, whose address is 1100 Wayne Avenue, Suite 925, Silver Spring, County of Montgomery, State of Maryland, hereinafter referred to as NASN and **School site name** whose address is **address**, hereinafter referred to as **School name**.

Whereas NASN is a party to Prime Contract No. 75D30121C12121 with the Centers for Disease Control and Prevention (CDC), which requires NASN to conduct research and collect data,

Whereas **School Site** agrees to serve as a Demonstration Site for NASN to collect such data under that Prime Contract,

The parties therefore agree to the following terms and conditions in this Agreement.

**ARTICLE I: OBLIGATIONS OF DEMONSTRATION SITE**

- A. **School Site** agrees to provide the services described in Exhibit A entitled Description of Services, which is attached and incorporated by reference to this Agreement.

**ARTICLE II: FINANCIAL TERMS**

- A. Upon receipt of completed work, NASN agrees to pay **school site** as set forth in Exhibit A, according to any payment terms described in that Exhibit.

**ARTICLE III: TERM AND TERMINATION**

- A. The term of this Agreement shall be from *August 1, 2023* through *October 31, 2024*.
- B. NASN and **School Site** may terminate this Agreement by giving 30 days advance notice in writing to the below addresses.
- C. This agreement may be renewable on an annual basis by mutual agreement of both parties.

**ARTICLE IV: INTELLECTUAL PROPERTY RIGHTS**

- A. **School Site** agrees that any intellectual property (the Work) that is created pursuant to the obligations under this Agreement shall be work made for hire and that NASN shall own all title and copyright to the Work in print and electronic form, as well as all other media now existing or later invented throughout the world. To the extent that any rights to the Work may be determined not to be work made for hire, **School Site** agrees to assign all rights to the Work to NASN.



National  
Association of  
School Nurses

1100 Wayne Avenue, Suite 925  
Silver Spring, Maryland 20910  
866-627-6767 (phone)  
301-585-1791 (fax)  
nasn@nasn.org (email)  
www.nasn.org

- B. The parties agree that nothing in this Agreement is intended to (a) transfer any right to any discovery, invention, patent, copyright, other proprietary right, or option that either party owns or controls prior to the Effective Date of the Agreement, nor (b) grant the other party any right under any patent, copyright, or other intellectual property owned or controlled by such party.

#### ARTICLE V: GENERAL

- A. The parties to this Agreement agree that the relationship between NASN and **School Site** is that of independent contractors. Nothing in this Agreement is intended to create nor shall it be construed to create an agency, partnership, joint venture, or an employee-employer relationship. **School Site** is not an employee of NASN and is not entitled to any benefits provided by NASN, including, but not limited to, pension plan, withholding of federal and state income taxes, FICA, Workers' Compensation, Unemployment Compensation, or other insurance. Nothing in this Agreement is intended to prohibit or otherwise prevent from providing services to other individuals or entities during those periods is not performing under this Agreement for NASN. NASN may, during the term of this Agreement, engage others to provide the same services or services similar to those provided by under this Agreement.
- B. **School Site** shall not subcontract or otherwise delegate his/her duties under this Agreement without the written consent of NASN.
- C. The services to be provided under this Agreement will be accomplished at **School Site** own risk, and assumes all responsibilities for the performance of those services.
- D. This Agreement, together with any Attachments comprises this complete Agreement. Neither of the parties has made representations other than those set forth in this Agreement and such Attachments.
- E. No changes may be made in the terms or conditions of this Agreement except by mutual written consent of the parties hereto.
- F. If any dispute arises under or in connection with this Agreement the parties agree to first attempt to resolve such dispute through good faith negotiations. If such dispute cannot be resolved through good faith negotiations, the parties agree to abide by the rules of the American Arbitration Association.
- G. Any notice given hereunder must be sent by certified mail, return receipt requested, addressed to the parties below.

Carol Walsh, 1100 Wayne Avenue, Suite 925, Silver Spring, MD 20910

*Insert Name and address of district*



*National  
Association of  
School Nurses*

1100 Wayne Avenue, Suite 925  
Silver Spring, Maryland 20910  
866-627-6767 (phone)  
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nasn@nasn.org (email)  
www.nasn.org

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Either of the parties may designate a different address by notice so given.

H. Agreement shall be construed according to the laws of Maryland

**The above sets forth the understanding of the parties as indicated by the signatures below.**

National Association of School Nurses by  
Interim Chief Executive Officer

\_\_\_\_\_  
Carol Walsh

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date



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## EXHIBIT A: DESCRIPTION OF SERVICES

### CDC-75D30121C12121: District Responsibilities

**Study Year 2 Activities: August 2022- October 2023**

**Study Year 3 Activities: November 2023- October 2024**

### Demonstration Site Responsibilities

- Follow all data policies (including Institutional Review Boards) of the district
- Identify at least two schools to participate in data collection and care coordination process. Schools will
  - Participate in training to understand the data collection and care coordination process
  - Participate in monthly community of practice calls (starting in January)
  - Participate in face-to-face debriefing and training
  - Once an appropriate separate Data Use Agreement is executed by NASN and the holder of the limited data set, submitting data as requested to include data related to health-related chronic absenteeism, care coordination activities, and the *National School Health Data Set: Every Student Counts!*
    - #chronically absent (# for health reasons)
    - # for each step of care coordination process
    - # of students with healthcare provider diagnosis of asthma, diabetes type I, diabetes type II, seizures, life threatening allergies, ME/CFS

Agreement will be reviewed annually and is eligible for renewal on mutual agreement.

Honoraria:

\$2,000/year