



**AMERICAN RED CROSS
CAN TOOLS AGREEMENT**

The American National Red Cross (“Red Cross”) provides an online database and related tools and services, called “CAN Tools,” which enable disaster relief organizations to share client information to streamline assistance and avoid duplication. The Red Cross is making CAN Tools available to participating organizations so they can share information about clients who need assistance as a result of the [INSERT NAME OF DISASTER] (“Disaster”). By signing this CAN Tools Agreement (“Agreement”), the disaster assistance organization identified in Section 1 (“Organization”) confirms that it is providing client assistance in response to the Disaster and acknowledges its responsibilities to respect the confidentiality of client data and comply with CAN Tools requirements.

1. Organization Information:

Name of organization: _____

Address of organization: _____

Organization contact name: _____

Organization contact phone and email: _____

2. Purpose: Organization is providing direct assistance to clients for their needs related to the Disaster. Organization will use CAN Tools to share client information with other organizations providing client services related to the Disaster and thereby enhance service delivery.

3. Confidentiality of client data:

- a. *Confidentiality, generally:* All client data in CAN Tools (“Client Data”) is confidential. It is available to other organizations only if they have signed this Agreement.
- b. *Client consent:* Organization will input a client’s data into the CAN Tools database only if the client has expressly agreed that the data may be shared with other organizations.
- c. *Use of Client Data:* Organization will use Client Data to address clients’ needs for assistance as a result of the Disaster and not for any other purpose.
- d. *Access to Client Data:* Organization will restrict internal access to Client Data to its caseworkers who (i) need access to perform their jobs, (ii) have been trained by Organization on the confidentiality obligations set forth in this Agreement, and (iii) sign the confidentiality agreement attached as Exhibit A. Upon request of the Red Cross, Organization will provide copies of the signed confidentiality agreements. Organization will provide each caseworker with a separate CAN Tools account with a unique user identification and password. When a caseworker stops working for Organization or no longer needs access to CAN Tools, Organization will immediately deactivate the caseworker’s CAN Tools account.
- e. *Disclosure of client data by Organization:* Organization will not disclose Client Data to any other party unless the client expressly consents to the disclosure. If Organization receives a request,



subpoena, or other demand for Client Data from CAN Tools, Organization will promptly refer the request to the Red Cross, which will respond appropriately.

- f. *Disclosure of Client Data by Red Cross:* The Red Cross will not disclose Client Data from CAN Tools to any other party unless (i) the client consents to the disclosure, (ii) disclosure is required by law, or (iii) personally identifiable information is removed such that the remaining information does not reference and cannot be linked to any particular client.
- g. *Legal compliance:* Organization will comply with all laws applicable to its collection, use, storage, and disclosure of Client Data.
- h. *Breach of confidentiality:* If Organization becomes aware that Client Data has been the subject of unauthorized access, loss, alteration, theft or corruption, Organization will promptly notify the Red Cross and cooperate in determining and implementing appropriate responsive actions.

4. Ownership and License:

- a. *Ownership:* CAN Tools and all intellectual property relating directly or indirectly to CAN Tools, including but not limited to patents, design rights, copyrights, trademarks, service marks, database rights, trade secrets, know-how and all derivative works thereof (collectively, "Intellectual Property"), are either owned by or licensed to the Red Cross. Organization shall not attempt to obtain any right, title or interest in or to such Intellectual Property or any derivative thereto, and shall not take any action that jeopardizes, limits or interferes with the Red Cross' ownership to or right to use the Intellectual Property.
- b. *Right to Access and Use:* Subject to this Agreement, Organization is granted a limited, non-exclusive and non-transferable license to access and use CAN Tools in the United States.
- c. *Restrictions on Access and Use:* Organization shall not: (i) cause, permit or authorize the decompilation, modification, disassembly, or reverse engineering of CAN Tools, or otherwise discover the services, software and/or technology of CAN Tools, or create derivative works thereof; (ii) allow unauthorized parties to view, access, or use CAN Tools; (iii) sell, assign, rent, transfer, sublicense, or otherwise grant rights in CAN Tools to any other person; (iv) use, or allow the use of, CAN Tools in contravention of any laws or regulation; (v) introduce into CAN Tools any virus or other code or routine intended to disrupt, damage, or modify CAN Tools.
- d. *Suspension:* The Red Cross may suspend Organization's access to CAN Tools at any time based on any reasonable concern the Red Cross may have about the Organization's access to or use of CAN Tools, and it will promptly notify the Organization of the suspension.

5. Term and Termination:

- a. The term of this Agreement begins on the date that the Red Cross provides email notification to Organization that the Red Cross has received a copy of the Agreement signed by Organization and remains in effect for one year. The Agreement will automatically renew for up to two successive six-month periods unless terminated in accordance with part 5.b below.
- b. Either party may terminate this Agreement at any time (i) due to the other party's breach of this Agreement, effective immediately upon written notice, or (ii) without stated cause or for the terminating party's convenience, by providing at least thirty days prior written notice.



- c. Upon expiration or termination of this Agreement, Organization will no longer have access to CAN Tools and Organization will (i) stop using CAN Tools, and (ii) continue to maintain the confidentiality of Client Data as set forth in the applicable parts of section 3 of this Agreement.
6. Indemnification and Limitation of Liability: Subject to the last sentence of this paragraph, each Party shall indemnify, defend and hold harmless the other Party against any claim, cost or legal liability, including reasonably attorneys’ fees, in respect to third-party claims arising from the indemnifying party’s negligence, willful misconduct, or breach of any obligation under this Agreement. Neither party shall be liable to the other party for any claim that Client Data is inaccurate or incomplete. The Red Cross’s liability for any claim under this Agreement shall not exceed \$25,000.
7. Representations and Warranties: The Red Cross is providing CAN Tools “as is” without any warranty, express or implied, regarding the security, availability, performance, or functionality of CAN Tools. The Red Cross disclaims any warranty of fitness for a particular purpose, quality, merchantability, or non-infringement of third-party rights.
8. General:
- a. Organization may not assign or transfer its rights or duties under this Agreement.
 - b. This Agreement may be executed in counterparts.
 - c. This Agreement is the complete agreement between the parties regarding CAN Tools. It replaces any prior oral or written communications between the parties regarding the subject matter of the Agreement. Any modification to this Agreement shall be in writing and signed by both parties.

ORGANIZATION

AMERICAN RED CROSS

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____