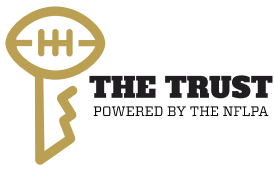




REQUEST FOR PROPOSALS
ADVANCING THE HEALTH AND WELLNESS OF
FORMER PROFESSIONAL FOOTBALL PLAYERS

TABLE OF CONTENTS

SUMMARY & BACKGROUND	2
SCOPE OF SERVICE	4
Part 1: Developing the Data Repository.....	4
Part 2: Maintaining the Data Repository	9
Part 3: Training.....	10
Part 4: Additional Proposed Solutions <i>[Optional]</i>	10
REQUEST FOR PROPOSALS (RFP) SCHEDULE	11
RFP PROCESS OVERVIEW	12
Letter of Intent & Inquiries	12
Submission of RFP	12
RESPONSE REQUIREMENTS.....	13
EVALUATION OF RESPONSES	15
Initial Review	15
Evaluation Team.....	15
CONDITIONS OF AWARD ACCEPTANCE	16
DISCLAIMER AND OTHER GENERAL MATTERS	19



REQUEST FOR PROPOSALS

Advancing the Health and Wellness of Former Professional Football Players

DUE DATE: June 4, 2021

Thank you for your interest in submitting a proposal in response to The Trust (Powered by the National Football League Players Association) (herein known as “The Trust”) Request for Proposals (“RFP”), Advancing the Health and Wellness of Former Professional Football Players. The Trust is pleased to invite your institution to submit a full application for the initiative described below. The focus of the RFP is to select a single organization to provide a comprehensive Health Insurance Portability and Accountability Act (“HIPAA”) compliant data repository solution in furtherance of The Trust’s mission: *to support NFL players as they live their purpose beyond football.*¹ Please review this RFP carefully.

SUMMARY

The Trust is a dynamic non-profit organization with a multi-disciplinary need for a HIPAA compliant data repository solution to bridge the gap between Trust services to its members and their respective existing technological data systems as well as to yield analytics and reporting functionality to further improve and inform on the overall health of the former NFL population in general. The Respondent is expected to define a business and technical architecture to support The Trust’s business strategy. This architecture should provide a framework for organizing the data, information management and technology components that will be used to build the business and data architecture.

Data is an important factor as The Trust evolves to better meet the needs of its members. Being able to efficiently access all data from disparate systems and the ability to analyze and present it in a user-friendly, unified manner to a diverse group of end users consisting of clinical, financial, executive, and technical staff is a focus of the organization. The Trust believes a trusted, centralized data mechanism for reporting will present opportunities to improve former NFL player care and increase financial gains.

The Trust seeks a solution that will aggregate data from many sources into a centralized data repository. The solution will have the ability to analyze the data and provide simple reporting options ranging from an individual former NFL player view to the community at large. The data will be stored in a manner such that each Trust Partner’s² data is considered siloed from each other but can be accessed at a network level for reporting purposes. Security is also key to a successful solution so data will always be secured in transit and at rest. Secondly, this RFP also contemplates future opportunities to conduct medical research and shall analyze responses in conjunction with this future organizational goal.

¹ Please visit www.playerstrust.com to learn more about The Trust.

² “Trust Partners” refer to Trust designated formal business relationships, which provide resources and services to eligible former NFL players.



BACKGROUND

THE TRUST (POWERED BY THE NFLPA)

On November 12, 2013, The Trust launched with a simple objective: provide former NFL players with the support they need to succeed in life after football. The earned benefits and resources made available were created with leading experts in close collaboration with former players. After conducting surveys, in-person focus groups and gathering data from active and former players, the NFLPA and premiere subject matter experts designed the offerings each former player, who has two (2) or more credited seasons, now receives through The Trust. Eligible former players receive support across three pillars:

PERSONAL AND BUSINESS DEVELOPMENT - The Trust provides career, entrepreneurial services and counseling from top experts to further propel professional interests and support former players in deepening the skills necessary to excel in their next chapter. Additionally, through The Trust's Scholarship Award Benefit, degree completion and vocational training present additional opportunities for former players to enhance their educational and career pursuits. As part of the Pillar's robust offerings, The Trust also provides assistance ranging from financial education to planning and management, such that former players are empowered with the knowledge to further control their finances.

HEALTH AND WELLNESS RESOURCES - A former NFL player's health is the starting point for long-term success in life. The Trust's Brain and Body Assessment is designed to assess a player's overall health and provide world-class medical services over the course of a two-to-three day executive physical-style evaluation at partner clinics and hospitals across the United States. For those former players seeking inpatient treatment, The Trust partners with renowned inpatient treatment programs for former players struggling with alcohol and substance use disorders and co-occurring mental illnesses. Additionally, those former players requiring regular mental health/behavior health assistance can utilize The Trust Supplemental Mental Health Benefit ("SMHB"), created to provide Trust members with access to outpatient psychiatry, therapy, and counseling services in their home community. From a health and wellness standpoint, The Trust helps former players redefine their "normal" through partnerships with organizations who offer workout and training opportunities as well as nutritional and dietary support, which yield changes in mindset, performance, recovery and nutrition that lead to a healthy, post-career lifestyle.

COMMUNITY AND CONNECTION OPPORTUNITIES - The importance of community and connection between former players is paramount to life after the game and creates an organic support system as part of the transition. Through VIP in-person and digital events and engagement opportunities, The Trust supports an ecosystem for members to interact with their peers and interest groups more effortlessly, as well as provide information about their benefits and other engaging content. Such engagement is tracked to help facilitate future connection opportunities between players on a regional basis.

SCOPE OF SERVICE

The Trust seeks to secure the services of a vendor capable of creating a database structure, herein known as a “Data Repository”. The Respondent will be expected to develop and maintain a Data Repository in accordance with the requirements set forth below and based on the needs of The Trust. In their submissions, Respondents should elaborate on how they would satisfy or exceed the requirements of this RFP, and/or on the ways that they have already established these practices in comparable existing data repositories, in a manner sufficient to give The Trust confidence in their ability to successfully complete the project.

PART 1: DEVELOPING THE DATA REPOSITORY

This section establishes The Trust’s baseline expectations for the development of the Data Repository. This section also lists additional considerations that Respondents may choose to address in their submissions.

Part 1A: Data Repository Architecture

Functional Requirements

- The Data Repository should be able to accept data files commonly generated from comparative effectiveness research studies, including quantitative data, qualitative data, sensor data, images, and all metadata. This may include SAS, Stata, SPSS, R ready-to-go files, ASCII readable for data, and Portable Document Format (PDF) files.
- The Respondent will work with Trust Partners on the curation and deposition of data, in accordance with the requirements from The Trust.
- The Data Repository shall retain the data for potentially up to seven (7) years or for another duration as determined by The Trust.
- The Data Repository shall have an interface that is user-friendly, modern, and easy to navigate.
- The Data Repository shall have a real-time data dashboard for communicating key metrics and usage.
- The Data Repository shall have a Landing Page that can serve as a resource for The Trust staff, Trust Partners, and Data Requestors (as granted by The Trust).
- The Data Repository shall track use of the data, citations to the data set, and publications resulting from the data requests and post them to the Landing Page.
- The Respondent shall create a metadata repository with integration of business, process and technical metadata into a metadata repository for reporting, querying, reconciliation and traceability purposes.

- The Respondent must work in conjunction with Trust designated information technology professionals and associated Trust Partner and third-party designees on facilitating data transitions and transfer.
- The Respondent must have expertise in hosting, integrating and managing secure electronic databases and websites.
- The Respondent must allow for The Trust team to provide incremental adjustments and feedback. Training must be provided for staff regarding how to routinely update and manage the Data Repository.
- The Respondent must have the ability to support data associated with 10,000+ former NFL players.

Respondents should also elaborate on the following considerations:

- Where the data would be hosted (e.g., logically and physically separate from other data or on a shared server);
- How data will be presented to users (with other data in the Data Repository through a common portal or through a separate, specific portal for The Trust);
- How the Data Repository will allow for detailed query of and access to data;
- The search capabilities and queries permitted;
- The scalability and reliability of the Data Repository; and
- The ability of the Data Repository to generate dynamic and custom reports.

Technical Specifications

- The Respondent shall maintain appropriate administrative, technical, and physical safeguards to protect all data.
- The Respondent shall ensure that the Data Repository is compliant with comprehensive information and network security programs, practices, and procedures that meet current best industry standards, which may include complying with the ISO 27000 series of standards (e.g., ISO/IEC 27001, ISO/IEC 27002) or with industry-specific standards, including those specified in the Federal Information Security Management Act (FISMA) or Health Insurance Portability and Accountability Act (HIPAA).
- The Respondent shall use encryption or alternate equivalent protections to securely receive, store, or transmit data.
- The Respondent's ability to implement blockchain technology to secure the data.

Respondents should also elaborate on the following considerations:

- Any data storage limitations pertaining to the Data Repository.
- The ability to accommodate existing data systems as well as former NFL player data housed by Trust Partners and third-parties and address the ability to include the requests in the proposed Data Repository solution as listed below.

1. Microsoft Dynamics CRM.

This system provides practice management and case management solution to manage member PHI and resource utilization information across The Trust platform. There will be both cumulative and single client information queried for reporting needs of the organization, including but not limited to:

- i. Demographic reporting (age, race, gender);
- ii. NFL related information (years played in the lead, teams, position, start year)
- iii. Outcome reporting (game plan results, skills gains, referrals, credentials and follow-up status);
- iv. Former player demographics and outcomes aggregated into reports at program, macro business unit and organizational levels; and
- v. Former player planning/treatment plan status.

2. Personal and Business Development Pillar Data.

This data set will largely be derived from former NFL player utilization of Trust Partners offering educational, career and financial advice, along with Trust housed data surrounding The Trust Scholarship Award Benefit.

These data sets will be collected from the following set of institutions, which are contracted with The Trust to provide these services to former players. Such entities include but are not limited to:

- AthLife, Inc.
- ManpowerGroup
- Financial Finesse

3. Health and Wellness Pillar Data.

This data set will largely be derived from medical results of former professional football players, but also include health and wellness related information resulting from their engagement with select Trust Partners.

These data sets will be collected from the following set of educational/medical/health institutions which are contracted with The Trust

to provide these services to former players, which include but are not limited to:

- Tulane University & Tulane Institute of Sports Medicine (TISM)
- The Cleveland Clinic (Including associate sites in Cleveland, Ohio; Weston, Florida and Las Vegas, NV)
- Hoag Hospital (In Partnership with The Cleveland Clinic)
- The University of North Carolina at Chapel Hill & The Center for the Study of Retired Athletes
- Massachusetts General Hospital
- Lakeview Health
- Eisenhower Center
- Athletes Performance, Inc. (*a.k.a.* EXOS)
- YMCA of the USA
- WW (Weight Watchers Reimagined)

4. Third-Party Longitudinal Data.

This data set will largely be derived from third parties, which house longitudinal research data of former NFL players.

7

Compliance

- The Respondent shall have relevant data security policies in place, including Access Controls, Security Authorization, Configuration Management, Disaster Recovery, Incident Response, System Integrity, Backups, and Physical Protection.

Respondents should also elaborate on the following considerations:

- Their approach to breaches of data security;
- All relevant certifications or accreditations;
- The most recent security risk assessment conducted of existing repositories;
- Any material data security incidents or breaches of hosted data that the Respondent has experienced in the past two (2) years; and
- The applicability of any specific local laws.

Repository Sustainability

- The Respondent shall have plans in place to maintain the Data Repository in the long term, including staffing, leadership, business continuity, disaster recovery capabilities, incident management, and financial modeling.
- The Respondent shall have a plan for the short- and long-term sustainability and persistence of the Data Repository, including any plans for the Data Repository should ownership change.

Branding

- The Respondent shall refer to and brand the Data Repository and all activities and materials related to the Data Repository as owned and approved by The Trust.

Part 1B: Data Repository Governance

- The Respondent shall establish effective data stewardship and data governance documentation and processes to manage all facets of the use, disclosure, storage, and maintenance of data.
- The Respondent shall establish a Data Contributor Agreement (DCA), to be entered into between the Data Repository and Trust Partners and approved third parties, governing the data deposit and establishing said parties' rights and obligations. The DCA must be approved by The Trust.
- The Respondent shall establish a Data Use Agreement (DUA), specifying the terms and conditions of data use as well as the responsibilities and obligations of Trust Partners and approved third parties, that must be signed by a Trust Partner's institution once a data request has been approved. The DUA must be approved by The Trust.
- The Respondent shall establish effective standards for data retention.
- The Respondent shall establish effective protocols for handling data breaches.
- The Respondent shall develop additional documentation for guidance, templates, and best practices (e.g., restricted-use data deposit and dissemination agreements, agreements for delayed dissemination, material transfer agreements, data access policies, systems for tracking agreements and compliance).
- The Respondent shall establish a system for ensuring that Trust Partners comply with requirements to deposit data in accordance with appropriate terms and conditions.
- The Respondent shall develop processes for how Trust Partners establish accounts, make initial deposits of data, and make subsequent deposits.
- The Respondent shall develop processes to determine whether modifications to Trust Partner data will be necessary to comply applicable legal, ethical, and regulatory requirements; and appropriate de-identification standards, such as HIPAA standards.

- The Respondent shall develop processes and documentation for reviewing, managing, and adjudicating data requests (including developing methods for evaluating the qualifications of Data Requestors, evaluating the scientific merit of data requests, and identifying appropriate members of the independent review committee) in accordance with applicable terms. This includes developing and maintaining data request templates/forms.
- The Respondent shall set forth fee structures (if any) charged to Data Requestors.
- The Respondent shall establish response times and methods for communicating review decisions.
- The Respondent shall establish a process for posting a summary of each approved data request (including the research purpose and identity of Data Requestors).
- As the manager and signatory to the DCA and DUA, the Respondent shall develop a system for monitoring compliance with these agreements and reporting violations of these documents or other Data Repository governance documentation to The Trust, including but not limited to ensuring that Trust Partners comply with timelines for depositing data and that Data Requestors provide a summary of findings every six (6) months from the date of approval.

PART 2: MAINTAINING THE DATA REPOSITORY

This section establishes The Trust's baseline expectations for the maintenance of the Data Repository. Respondents are encouraged to articulate ways that they could satisfy or exceed The Trust's expectations or ways that they have already put these requirements into practice in comparable existing data repositories.

- The Respondent shall maintain a Data Repository in accordance with the requirements of this RFP.
- The Respondent shall maintain appropriate administrative, technical, and physical safeguards.
- The Respondent shall ensure that Trust Partners can establish accounts, make initial deposits of data, and make subsequent data deposits.
- The Respondent shall work with Trust Partners on the curation and deposition of the data and will maintain the Full Data Package for potentially up to seven (7) years or for another duration as determined by The Trust.
- The Respondent shall work with data depositors to determine whether modifications to the data are necessary to comply with applicable legal, ethical, and regulatory requirements; and appropriate de-identification standards, such as HIPAA standards.
- The Respondent shall maintain a Data Repository that allows for detailed querying of and access to data across the Data Repository.

- The Respondent shall track use of the data, citations to the data set, and publications resulting from the data requests and post them to the Landing Page.
- As the manager and signatory to the DCA and DUA, the Respondent shall monitor compliance with these agreements and report violations of these documents or other Data Repository governance documentation to The Trust, including but not limited to ensuring that Trust Partners comply with timelines for depositing data and that Data Requestors provide a summary of findings every six (6) months from the date of approval.
- The Respondent shall perform dimensional data modeling to produce a logical business data model for The Trust.
- The Respondent shall extract/transform/load the business data into the Data Repository based on The Trust's business and operational rules.
- The Respondent shall create a standard end user business intelligence application for developing, generating and scheduling The Trust custom reports and extracts, ad hoc queries, as well as intelligence dashboards.
- The Respondent shall deliver the essential capabilities of business data profiling and data reconciliation.

PART 3: TRAINING

10

This section establishes The Trust's optional criteria for training related to the Data Repository. Respondents are encouraged to articulate ways that they could satisfy or exceed The Trust's optional expectations or ways that they have already put these optional criteria into practice.

- The Respondent shall prepare and deliver short courses, webinars, or other interactive mechanisms to educate The Trust, Trust Partners and researchers about the benefits of data management and data sharing.
- The Respondent shall prepare guidance, training information, manuals, or other resources to ensure that users thoroughly understand the Data Repository and its related requirements and processes.

PART 4: ADDITIONAL PROPOSED SOLUTIONS [OPTIONAL]

Respondents are encouraged to offer innovative ideas or new concepts as value-added optional services that are not currently required by the RFP. If a Respondent would like to propose additional value-added optional services related to developing or maintaining the Data Repository, the Respondent should submit an Additional Proposed Solutions Proposal that provides detailed information regarding these options and make recommendations for The Trust's consideration. The Additional Proposed Solutions Proposal should include proposed pricing and may be considered in the award selection.



REQUEST FOR PROPOSALS (RFP) SCHEDULE

To meet our timetable for selection and implementation, our planned schedule is as follows (please note that the schedule is subject to change). The Trust may request meetings or a teleconference with the respondents prior to announcement of the selected applicant.

- April 15, 2021: RFP Released
- May 14, 2021: Letter of Intent to Apply Due by 5:00 p.m. ET
- June 4, 2021: Proposals due at 5:00 p.m. ET
- July 16, 2021: Notification of Vendor Finalists Selected
- August 13, 2021: Final Decision
- October 1, 2021: Contract Complete
- November 1, 2021: Implementation

RFP PROCESS OVERVIEW

A long-term cost reimbursement, multiple-award, task order- type contract is contemplated for this initiative. Applicants will be evaluated based upon their ability to design, execute, and analyze adequate Data Repository solutions for The Trust’s needs to fill critical knowledge gaps and the availability of adequate resources, together with the specific proposals provided pursuant to the Response Requirements below. Proposals will be scored based on the benefit of their deliverables to former players’ health (translating research into clinical and personal practice). Each proposal must include a list of milestones to be achieved, and a timeline in which this will be accomplished.

No compensation will be provided to the organizations or individuals for the development of this RFP response. The Trust reserves the right to enter directly into contract negotiations with a qualified organization who responds to this RFP.

Letter of Intent & Inquiries

The Trust requests that prospective applicants submit a brief email statement indicating the intent to submit a proposal no later than May 14, 2021. Although a letter of intent is not binding and does not enter into the review of the RFP, the information that it contains allows The Trust’s evaluation team to estimate the potential workload of the review process and plan the contract development. Potential applicants must include the name of the organization or individual that will submit the proposal in their email. The prospective bidders must email this statement to Lydia Zakhari, Legal Counsel, The Trust at Lydia.Zakhari@playerstrust.com using the subject line: LETTER OF INTENT: THE TRUST DATA REPOSITORY. The Trust must receive this information by 5:00 p.m. ET on May 14, 2021.

12

Any clarification of questions or additional information required by interested parties must be emailed to: Lydia.Zakhari@playerstrust.com before **June 1, 2021 at 12:00 p.m. ET**. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

Submission of RFP

Proposals must be electronically mailed in PDF format to Lydia.Zakhari@playerstrust.com before **June 4, 2021 at 5:00 p.m. ET** and the “Subject Line” of the e-mail should read: “[Respondent’s Name]: Trust Data Repository RFP Submission”. Email attachment is the preferred means of receipt. It is the responsibility of the Respondent to ensure that the response is received by this deadline. Respondents will receive a confirmation of receipt of their response by The Trust. The Trust may terminate or modify the RFP process at any time during the response period. Those parties submitting a Letter of Intent shall be notified of any changes to the RFP. No changes will be made to the RFP within one week of the Submission due date. Responses that are not received by the stated deadline will be determined non-responsive and may not be considered in the review of the applicant at The Trust’s discretion.

RESPONSE REQUIREMENTS

Respondents must provide a point-by-point response to each of the General Requirements and Data Repository Requirements specified in this RFP below. For each requirement, respondents should provide documentation as requested.

The Trust understands the limitations imposed by the short turn-around time requested in this RFP and does not wish to restrict an institution's ability to submit a comprehensive proposal. As such, if limited portions of the proposal(s) are not available by the deadline listed above, please note the same in your proposal and provide such materials as soon as possible in order to allow for a comprehensive review.

All correspondence, documentation and information of any kind, provided to any Respondent, in connection with or arising out of this RFP or the acceptance of any response remains the property of The Trust, must be treated as confidential and must not be used for any purpose other than for replying to this RFP.

All proposals must be typed in either Times New Roman 12 point or Arial Regular 11 point with, at least 1-inch margins. Proposals should be concise and contain only information pertinent to this initiative. Longer narratives will not receive preference over short, concise plans.

ASSEMBLE THE APPLICATION MATERIALS IN THE ORDER LISTED BELOW.

13

1. ***Cover Sheet*** (1-page maximum)
 - a. Name of Respondent(s)
 - b. Address(es)
 - c. Primary Contact Person
 - d. Email Address
 - e. Telephone
2. ***Executive Summary*** (1-page maximum)

Provide a narrative summary of the proposal being submitted. The summary should identify the design, development and services that are being offered in the proposal.
3. ***Organization Overview*** (5-page maximum)

Provide a description of your organization, demonstrating its ability to design, execute, and analyze relevant studies to fill critical knowledge gaps; its ability to prioritize research areas and systematically survey existing evidence, evaluate ongoing projects to avoid duplication of existing efforts; and the availability of adequate resources, including personnel (roles, responsibilities and estimated time allocated for each key personnel), network of clinicians and researchers, facilities, infrastructure and relevant track record. A Respondent's infrastructure should be sustainable for use in future studies to examine other relevant clinical questions.

4. *Substantive Proposal* (60-page maximum)

The Respondent for The Trust's Data Repository should describe how their organization would meet the required specifications referenced herein. Please note that proposed creative solutions beyond desired specifications is encouraged.

- a. Development of the Data Repository
- b. Maintaining the Data Repository
- c. Training
- d. Additional Proposed Solutions (optional)
- e. Ability to conduct future medical research (as requested by The Trust)

5. *Cost*

The Respondent must include the costs for this project that includes requirements specified and speaks to such costs from initial deployment to ongoing maintenance. The cost must encompass all production and software acquisitions necessary for the support and maintenance of the Data Repository. Please include any costs associated with additional maintenance, support, upgrades and long-term annual maintenance.



EVALUATION OF RESPONSES

The evaluation team will evaluate applications based on budget, demonstration of technical understanding of the application and creativity in the response. The Trust will evaluate each proposal based on the description of the General Requirements and Data Repository Requirements listed in the RFP.

At its sole discretion, The Trust may invite short-listed respondents to conduct oral presentations or interviews via video conference. Presentations or interviews provide an opportunity for respondents to clarify their proposals. The Trust will schedule any such presentations or interviews. The Trust reserves the right to reject any and all proposals. The Trust also reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other applications.

Please note that Respondents shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with the RFP without the prior written approval from The Trust.

Initial Review

The Trust's evaluation team will conduct an initial review of all proposals for completeness. Any proposal that is incomplete on the RFP due date (see RFP Schedule above) will not be considered and will not receive a formal evaluation.

15

Evaluation Team

An evaluation team will be assembled to evaluate competitive proposals and then assess their relative qualities based on the considerations set forth herein, as well as any other factors and sub-factors noted in this RFP. This evaluation team will consist of senior staff from The Trust, National Football League Players Association and external experts.

The Trust will ask the evaluation team members to disclose any potential conflict of interest, and The Trust will not place any individual with a conflict of interest on the evaluation team. In the event that a reviewer identifies a conflict of interest after the evaluation team has been assembled, The Trust will exclude that reviewer from further participation in the review process and will eliminate the reviewer's completed reviews from the evaluation process.

CONDITIONS OF AWARD ACCEPTANCE

The Respondent must be able to contract directly with The Trust. ANY RESULTANT CONTRACT SHALL BE EXECUTED BY BOTH PARTIES BEFORE TAKING EFFECT. The resultant contract shall become effective upon the execution of the same.

The resultant contract to be entered into between The Trust and the awarded party **shall include, but not be limited to, the following provisions**. The awarded party represents and agrees to the following provisions as part of the resultant contract. References to the term “Respondent” will be adjusted accordingly in the formal agreement between the parties:

Governing Law and Venue. Respondent acknowledges that any resultant contract shall be governed by and construed in accordance with the laws of the State of New York, without reference to the principles of conflict of laws thereof that would require the application of the law of another jurisdiction.

Data Ownership. As between the Parties, The Trust owns all data transferred to the Data Repository. The Trust may use and disclose any and all data in the Data Repository in accordance with the HIPAA Privacy Rules and/or Security Standards and in furtherance of any legitimate business purpose (and, for the avoidance of doubt, may use any reports or analysis derived from such Data). For purposes of clarity, Respondent shall not have any ownership interest in the data and usage is at the sole discretion of The Trust. Further, it is expected that the contracted work will generally result in tangible products such as models, forms, reports, and other materials (collectively, “Work Products”). Further, the contracted work may require the use of existing materials, tools, databases, processes, systems, software, and any enhancements, modifications, or improvements thereto; computer programs (including source code, object code, and listings); methodologies; records; inventions; and other intellectual property of the Respondent (collectively, “Respondent Intellectual Property”). As between The Trust and Respondent, it is expected that The Trust shall own all rights to Work Products and that the Respondent Intellectual Property is and shall remain the property of the Respondent. To the extent there becomes any question surrounding The Trust’s ownership of the Work Products, as permitted by applicable law and subject to applicable legal obligations, the Respondent will grant to The Trust a royalty-free, fully paid, worldwide, perpetual, irrevocable, nonexclusive, transferable, and unrestricted license for the Work Products, with the rights to sublicense, use, disclose, reproduce, publish, distribute, disseminate, adapt, modify, create derivatives or have derivatives created of, or otherwise use the work products, with proper attribution (as appropriate), for public purposes consistent with The Trust’s mission and authorizing law. It is also expected that in the course of the contracted work, the Respondent may receive or have access to intellectual property of The Trust and Trust Partners, (“Trust and Partner Intellectual Property”). The Respondent will have no rights of license or ownership in any Trust and Partner Intellectual Property, except that the Respondent may use and maintain Trust and Partner Intellectual Property as authorized for purposes of conducting the contracted work and as agreed to by The Trust.

Data Security Requirements. Respondent shall comply with all laws and regulations that are applicable to the use, disclosure, storage, security, and transmission of data owned by The Trust and related to this Statement of Work, including implementing, maintaining, and complying with comprehensive information and network security programs, practices, and procedures that meet current best industry standards, and shall notify The Trust in writing immediately of any suspected or actual data breach.

Confidentiality. During the course of performing its obligations under this award, the Respondent is likely to receive, develop, encounter, acquire, or otherwise possess information (in hard-copy and/or electronic form) that is, or could reasonably be, considered proprietary or confidential, including, without limitation, information concerning the assets, liabilities, operations, methods, affairs, financial condition, projections, studies, research, contracts, board, committees, products, services, plans or prospects, possible collaborations or affiliations, analyses, compilations, methodologies, source code listings, computer programs, studies, reports, records, or other nonpublic documents or materials of or relating to The Trust and Trust Partners (the “Confidential Information”). The Respondent agrees that it will hold all such Confidential Information in confidence in the same manner that it protects the confidentiality of its own similar information, but in no event using less than a reasonable standard of care.

Indemnification. To the extent permitted under applicable law, the Respondent agrees to indemnify and defend The Trust and its directors, officers, employees, attorneys, agents, and affiliates (collectively, “Trust Indemnitees”) from and against any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorneys’ fees, costs, and other expenses, incurred by Trust Indemnitees arising out of or related to any negligence or willful misconduct or any act or omission of the Respondent (or any of its directors, officers, employees, agents, contractors, or affiliates) arising out of or related to the Agreement, any breach of the Agreement by the Respondent, or any infringement or violation by the Respondent, the Project, or Work Products of any copyright or property right relating to or arising out of the Agreement.

Insurance. The Respondent, at its own expense, shall provide and maintain comprehensive general liability insurance in support of this agreement for the entire duration, including option years, in amounts not less than \$1 million per occurrence and \$3 million in the aggregate and cyber liability insurance with coverage for the Scope of Work and obligations hereunder with policy limits of at least \$3 million per occurrence and \$10 million in the aggregate. The Respondent assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Respondent’s personnel. The insurance shall provide coverage against data security incidents (including cybersecurity) and breaches of privacy.

Nondisclosure Requirements. The Respondent, including all of its personnel (to include employees, replacement personnel, subcontractors, teaming partners, and consultants), shall not use or release any data relating to The Trust or other sensitive, confidential, or proprietary information without prior written approval from The Trust or, as applicable, from Trust Partners. The Respondent shall put in place appropriate procedures for the protection of such information

and shall be liable to The Trust for any misuse or unauthorized disclosure of such information by its personnel.

Potential for Organizational Conflict of Interest and Personal Conflicts of Interest. The term “organizational conflict of interest” means that the Respondent (which term hereinafter shall be deemed to include its chief executives, directors, any employees, or subcontractors utilized under the agreement other than a contractor selling incidental material) has interests that:

- a. may diminish its capacity to give impartial, technically sound, objective assistance and advice in performing the tasks;
- b. may otherwise result in a biased work product; or
- c. may result in an unfair competitive advantage to itself or others.

The Respondent, including its subcontractor personnel performing work under this agreement, may receive, have access to, or participate in the development of proprietary information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.), which may create a current or subsequent Organizational Conflict of Interest (OCI). The Respondent shall notify The Trust whenever it becomes aware that such access or participation may result in any actual or potential OCI. The Respondent, upon executing an agreement with The Trust, shall sign a statement confirming that it does not have and will prevent any OCI.

Transition. Upon termination of the Agreement for any reason, the Respondent shall cooperate with The Trust to develop a transition plan and provide all services and assistance (collectively, “Transition Services”) necessary for the continued operation and maintenance of the Data Repository and/or appropriate to ensure the orderly and timely transition of the Services, including all services, deliverables (final or otherwise in process), and applicable intellectual property licenses, including licenses for Third-Party Intellectual Property to The Trust or a third party designated by The Trust. The Parties agree to negotiate in good faith the fees to be paid for such Transition Services, which aggregate amount shall not exceed the Respondent’s reasonable costs of providing the Transition Services, including the cost of employee wages and compensation, without any profit or loss to the Respondent. The Respondent’s obligation to provide the Transition Services shall terminate with respect to each Transition Service on the end date agreed to by the Parties (the “End Date”). Notwithstanding the foregoing, the Parties acknowledge and agree that The Trust may determine from time to time that it does not require all of the Transition Services or that it does not require such Transition Services for the entire period up to the applicable End Date. Accordingly, The Trust may terminate any Transition Service, in whole or in part, upon notification to the Respondent in writing of any such determination. The Respondent represents and agrees that the Transition Services shall be provided in good faith, in accordance with applicable laws and consistent with the historical provision of the services and with the same standard of care as historically provided.

Compliance. The Respondent must comply with The Trust’s rules and regulations, all required forms, and any changes in procedures. The Respondent will be informed of any such changes and updates, as necessary, by The Trust.



DISCLAIMER AND OTHER GENERAL MATTERS

This RFP is neither an agreement nor an offer to enter into an agreement with any Respondent. Once the evaluation is complete, The Trust may choose to enter into a definitive contract with a selected RFP applicant.

Each Respondent will bear its own costs associated with or relating to the preparation and submission of its application. These costs and expenses will remain with the applicant, and The Trust will not be liable for these or for any other costs or other expenses incurred by the applicant in preparation or submission of its application, regardless of the conduct or outcome of the response period or the selection process.