



Coordinated Assistance Network Resource Participation Packet

Last updated July 15, 2009

Please use this sheet to notify CAN of individuals at your agency who should be granted access to CAN tools other than the Client Registry Database. Please fax the completed form to (866) 275-6617. If desired, you can place your agency's coversheet in front of this one.

Do not fax can any information that identifies a client.

Agency Name _____	Agency CAN ID (if known) _____
Point of Contact Name _____	
POC Phone Number _____	POC E-mail _____
POC Confirmation Code (from online database, see Checklist below for more info) _____	

Indicate the CAN disaster deployment(s) for which you are requesting access:

Level of Access Requested

Calendar and Forums Only

Resource Database Access (includes Calendar and Forum access)
 Resource access requires additional training, which can be accessed through www.can.org/training.

The following individuals have registered for CAN access and have been approved by our agency to access the above tool(s).

Prior to submitting this form, please have each staff member go to www.can.org and select the appropriate disaster from the drop-down in the right, upper corner and click Go. On the page that opens, click Registration, Login, and Password Help and complete the form at Register Me. When you submit the registration form, you will be given a username and password. Write them down- this will be how you will access the system. The accounts will be activated within 5 business days of CAN approving your agency's Resource Participation. Resource Access will be granted within 2 business days of your completion of the Resource Database Training.

Name of CAN User	CAN Username from online Registration

POC Signature

Date Submitted



Instructions and Checklist

The entire **Resource Participation Application** must be completed before your agency (Applicant Agency) will be considered for CAN access. Applicant Agencies will be contacted by CAN within 4 business days if information is missing, and suspend review of the agreement until the missing portions are received. At any point, you can contact support@can.org for the status of your application.

Once all necessary documents have been submitted, please allow a minimum of ten (10) business days for CAN to process your application.

Access to CAN Resources is open to both government and non-government agencies, as well as community collaboratives. An agency is an organization, company, or bureau that provides some service for another, such as faith-based or community-based groups. CAN Resource Access includes access to the CAN calendar, forums, and resources, as well as the ability add and edit resources in the database. Some access may require additional training.

Point of Contact Profile: CAN requires a Point of Contact (POC) for each agency location to act as a liaison between Applicant Agency and CAN. CAN will contact your designated POC if additional information is required for your application. The POC Profile is created online by completing the form available at www.can.org/access. Once you complete the online registration, you will be given a confirmation code; this code is used to access and update your POC profile.

Proof of tax-exempt status: If the Applicant Agency is a 501(c)3 non-profit, please include your tax-exempt letter. If the Applicant Agency is applying under another agency's tax-exempt status, you must submit a statement from the "parent" agency/ fiscal agent on their letterhead stating that they authorize the use of their tax ID by the applicant and that they take responsibility for the applicant's use and activities in/with CAN. The Applicant Agency must also submit the parent agency's IRS document showing its 501 (C) (3) status. If the Applicant Agency is not a non-profit and is not covered by another agency's tax-exempt status, please indicate the type of agency that most closely describes its structure and, where available, include a copy of your articles of incorporation:

- State or Local Government National Government Collaboration For-profit/ Private Business

Resource Access Participation Agreement: Please list the Applicant Agency's name on each page. The Applicant Agency representative that is signing the agreement should initial the bottom of each page to indicate they have read that page. There must be a full signature, Applicant Agency name, and date on page 7 of this packet. Your application cannot be processed without this signature. American Red Cross, as the fiscal agent for CAN, is required to sign your participation agreement. Please contact your local American Red Cross chapter to obtain their signature.

Please visit www.can.org for more information or to register for training, Questions? Contact support@can.org.



RESOURCE PROVIDER PARTICIPATION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into effective as of _____, 20__ (the "Effective Date"), by and between The American National Red Cross, a charitable, nonprofit corporation chartered by Congress, acting for itself and on behalf of the Coordinated Assistance Network ("Red Cross"), and [formal name of Provider], a [state of incorporation] corporation ("Provider") (collectively, the "Parties").

WHEREAS, the Coordinated Assistance Network ("CAN") is an internet-based Affected Persons (as defined below) assistance database, resource database and knowledge sharing tool, maintained by Red Cross in consultation with the CAN Steering Committee, that allows participating organizations to share certain confidential information on individuals affected by natural or man-made disasters ("Affected Persons") in order to coordinate and streamline disaster relief assistance during and after a disaster (such organizations, including but not limited to Red Cross, referred to herein as "Participants");

WHEREAS, CAN also allows participating resource data providers (such providers, including but not limited to Provider, referred to herein as "Providers") to contribute certain resource data to CAN, for use by Participants in providing, and/or by Affected Persons in obtaining, disaster relief assistance during and after a disaster; and WHEREAS, the Parties desire for Provider to be one of the Providers under the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Scope of Agreement. Each of the Parties understands and agrees that CAN is not intended to be a system of record but merely as a sharing mechanism in order to coordinate and streamline disaster relief assistance during and after a disaster.
2. Role of Provider. Provider agrees:
 - 2.1. To provide copies of its Database (as defined below), or selected records therein as requested, to the American Red Cross on a monthly or more frequent basis for CAN, and specifically so that the Database is accessible for use by the Red Cross and other Participants in providing, and by Affected Persons in obtaining, disaster relief assistance during and after a disaster. Provider agrees to provide resource database information through an XML feed via the web. For purposes of this Agreement, "Database" refers to certain resource data developed and/or compiled by Provider which the Parties mutually desire to be included in CAN, and will include a description of relief agency programs and services, contact information, referral information and referral data for Affected Persons and Participants. Provider hereby grants to the Red Cross and the other Participants the right to access Provider's Database on CAN for the purpose of coordinating provision of services to the Affected Persons, and the right to allow Affected Persons to access such Database on CAN.
 - 2.2. To coordinate the maintenance of records in the Database. This will include adherence to established standards for data entry style, field structure, database inclusion criteria, taxonomy coding, annual updating protocols, national XML data transfer standards as adopted by the Alliance of Information and Referral Systems and other needed data maintenance.
 - 2.3. To provide forms and processes to assist Participants in providing feedback to Provider regarding the need to update Database records, add new programs and services to the Database and to report any problems associated with the Database content or its searchability.
 - 2.4. To complete appropriate CAN training to ensure consistency in the input of its Database to CAN.
 - 2.5. To access its Database in the CAN resource module for the purpose of verifying and updating its Database.
3. Role of Red Cross. The Red Cross agrees:
 - 3.1. To electronically integrate the Database records into the CAN web-based software each time the Database is updated and provided to the American Red Cross.
 - 3.2. To provide technical assistance to Provider's staff to ensure that the transfer of the Database records to the CAN system is working effectively and efficiently.
 - 3.3. To train its caseworkers and CAN Participants who use the CAN system to search the Database effectively in a manner that will allow them to use the system effectively to assist Affected Persons with appropriate referrals.
 - 3.4. To train and encourage its caseworkers, and Participants who use the CAN system, to use appropriate forms designed by Provider to provide updates to Database records, to submit new community service information, and to notify Provider of any problems or inconsistencies that they experience when using the Database, searching mechanisms or coding of the Database.
 - 3.5. To maintain Provider's Database in the CAN system software for use by authorized users only and not distribute or share such Database with third parties outside the scope of this Agreement without the prior written consent of Provider.
 - 3.6. To provide Provider with access to the CAN resource module (not to include access to the CAN client data module) via website connection so that Provider may verify and update its Database on CAN.
 - 3.7. To appropriately acknowledge Provider for its contribution to this project.

Agency Name _____ Agency Representative Initials _____

3.8. To communicate with Provider on a regular or as-needed basis to coordinate the relationship described under this Agreement.

3.9. To provide Provider with reports about the usage of their data. Current reports include:

3.9.1. Data Provider Summary – number of profile views and referrals for the specified Data Provider and Date Range

3.9.2. Profile View Report – number of profile views per agency for the specified Data Provider and Date Range

3.9.3. Profile Referrals Report – number of profile referrals per agency for the specified Data Provider and Date Range

3.9.4. Referral Ethnicity Report – number of clients, contacts and referrals for each ethnicity type for the specified Data Provider and Date Range

4. CAN Ownership and License.

4.1. Ownership. Provider acknowledges and agrees that CAN and all intellectual property relating either directly or indirectly to CAN, 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. Provider shall not in any manner attempt to obtain any right, title, or interest, by registration, patent, copyright or otherwise 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 of and/or right to use the Intellectual Property.

4.2. Right to Access and Use. Subject to this Agreement, Provider is hereby granted a limited, non-exclusive and non-transferable license to access and use CAN in the United States, including without limitation through the internet, solely for the purposes set forth in Section 2 above. Provider shall (i) only access and use CAN in accordance with this Agreement; and (ii) maintain the strict confidentiality of CAN. CAN will provide each of its employees or contractors who is to have access to the Database with a unique user identification and password.

4.3. Restrictions on Access and Use. Provider shall not: (i) cause, permit or authorize the decompilation, modification, disassembly or reverse engineering of CAN, or otherwise discover the services, software and/or technology of CAN, or create derivative works thereof; (ii) allow unauthorized third parties to view, access or use CAN; (iii) view, access or use any part of the CAN client data module, or any database, records or other information provided to CAN by Participants, Affected Persons or other Providers; (iv) sell, assign, rent, transfer, distribute, act as a service bureau, sublicense or otherwise grant rights in CAN to any other person or entity; (v) use, or allow the use of, CAN in contravention of any federal, state, local, foreign or other applicable laws, rules or regulations; (vi) introduce into CAN any virus or other code or routine intended to disrupt, delete, damage, or alter CAN; or (vii) otherwise modify CAN, except with respect to its own Database as expressly provided in this Agreement.

5. Confidentiality.

5.1. Definition. For purposes of this Agreement, and except as limited by Section 5.3 below, "Confidential Information" refers to the Database, any other confidential information, including without limitation all technical information related to CAN, the terms and conditions of this Agreement, financial information, know-how and technology or other information about a Party's organizational or operational procedures, which the disclosing Party identifies as confidential at the time of disclosure or at a reasonable point thereafter.

5.2. Use. Each Party shall maintain the confidentiality of the other Party's Confidential Information in the same manner that it protects its own Confidential Information of similar nature, but in any event, shall apply no less than a reasonable degree of care. Each Party shall use the other Party's Confidential Information solely for the purpose of coordinating the provision of relief services to Affected Persons, and shall not disclose, publish, reproduce in any form or otherwise disseminate such Confidential Information to any third party, other than as expressly provided under this Agreement or as expressly authorized in writing or by electronic mail by the providing Party, or as required by law. All other uses and disclosures of the other Party's Confidential Information are prohibited.

5.3. Limitations. The obligations of confidentiality and any restrictions on use set forth herein will not apply to any information provided by one Party ("Discloser") to the other Party ("Recipient") which: (a) was already in the Recipient's possession without any obligation of confidentiality; (b) was properly obtained by the Recipient from a third party without any obligation of confidentiality; (c) was disclosed to a third party by the Discloser without obligation of confidentiality; (d) became publicly available when received or later becomes publicly available; or (e) must be disclosed by law.

6. Term. The term of this Agreement ("Term") begins on the Effective Date and shall remain in effect for a period of twelve (12) months thereafter. The Term shall automatically renew for additional periods of twelve (12) months each unless either Party provides written notice of non-renewal to the other at least thirty (30) days prior to the end of the then-current twelve (12) month period. Notwithstanding the foregoing sentences, this Agreement is subject to termination as provided in Section 7 below.

7. Termination.

7.1. Either Party may terminate this Agreement at any time by providing thirty (30) days prior written notice to the other Party.

7.2. The Red Cross may terminate this Agreement in the event that Provider breaches any provision of this Agreement or is otherwise acting in a manner contrary to the interests of CAN (a "Breach"), by providing ten (10) days prior written notice to Provider, except that such termination shall not be effective if Provider cures the breach to the satisfaction of the Red Cross within such ten (10) day period.

Agency Name _____ Agency Representative Initials _____

7.3. This Agreement shall automatically terminate in the event that (a) the Provider ceases its operations, or (b) the Red Cross ceases to operate CAN.

8. Effect of Termination.

8.1. Upon the termination of this Agreement, (a) Provider's access to CAN shall be discontinued as of the effective date of the termination, (b) Provider shall destroy any passwords, security codes, software, documentation, or other materials used to facilitate its access to CAN, and (c) the Red Cross will remove Provider's Database from CAN.

8.2. Any provisions of this Agreement which by their nature extend beyond its termination, including but not limited to Sections 4 (with respect to ownership), 5, 8, 9, 10, 12, 13, 14, 15 and 19, remain in effect until fulfilled, and apply to respective successors and permitted assignees.

9. Indemnification. Provider agrees to indemnify, defend and hold harmless Red Cross, its governors, directors, officers, employees, volunteers, agents and contractors (hereinafter the "Red Cross Indemnitees") from and against all claims, damages, losses, litigation expenses, reasonable attorneys' fees, and other costs that may be asserted or claimed against Red Cross Indemnitees, or incurred by Red Cross Indemnitees, that: (a) arise from, or are attributable to, any act or omission of Provider, its subcontractors or suppliers (at any tier) or their respective directors, officers, employees and agents in connection with the subject matter of this Agreement or; (b) result from any breach of this Agreement by the Provider, its directors, officers, employees or agents; (c) involve an allegation of infringement of any patent, trademark, copyright, or other intellectual property right or trade secret of a third party or any allegation of libel, slander, invasion of privacy, failure to obtain a necessary release, permission or clearance; or (d) arise in any manner from failure of the Provider to comply with any applicable state, federal or local regulation, law or rule in the Provider's use of CAN and/or provision of Database. Provider will defend against any actions brought or filed against Red Cross Indemnitees as set forth in this Section 9 at its own expense.

10. Limitation on Damages. Except as provided in Section 9 above, in no event shall either Party be liable to the other Party for any damages, losses or injuries, any other claims or theories of action whatsoever arising out of or related to this Agreement, that individually or collectively exceed \$25,000.

11. Warranty and Disclaimer.

11.1. Each Party warrants, covenants and represents that it shall comply with all applicable laws rules and regulations, including but not limited to all privacy laws.

11.2. CAN and any related services are provided "as is" without any warranty, express, implied or otherwise, regarding the security of CAN, the availability of CAN, the accuracy, performance, or the functionality of CAN and any services provided therewith, or any other matter. Notwithstanding anything herein to the contrary, Red Cross hereby disclaims any warranty of fitness for a particular purpose, quality, merchantability, or non-infringement of third party rights.

12. Limitation of Liability. Under no circumstances shall Red Cross or its representatives be liable for special, indirect, incidental, or consequential damages, including loss of data, costs of re-creating lost data, loss of profits or business information or business interruption or other pecuniary loss, whether based on breach of contract, breach of warranty, lack of security, tort (including negligence but excluding intentional torts), product liability or otherwise, regardless of whether Red Cross or its representatives have been advised of the possibility of such damages.

13. Press Releases. Provider may not permit or generate any publicity, advertising or promotion concerning this Agreement or CAN without the prior written consent of the Red Cross, after consultation by the Red Cross with the CAN Steering Committee where appropriate. Each Party recognizes that the name, emblem, logo and marks of the other Party represents valuable assets and that substantial recognition and goodwill are associated with such assets. Neither Party may use the name, emblem, logo, or marks of the other Party without prior written consent.

14. No Assignment. Neither Party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other Party. Any attempt to do so will be null and void.

15. Notices. Notices shall be provided in writing to the address and representative specified for each Party in its signature block on the last page of this Agreement, which address and/or representative may be modified from time to time by providing notice to the other Party. Notices shall be delivered by hand, first-class mail, facsimile transmission, or overnight carrier and shall be deemed effective upon receipt.

16. Force Majeure. Provider understands that in the event of an event beyond the control of the Red Cross, including but not limited to, natural or manmade disasters, act of God, war, terrorist event, strike, riot, civil unrest, or any order, regulation, citation, injunction or other action taken or issued by any judicial or regulatory body from any court, government, or agency, Red Cross may not be able to perform its obligations under this Agreement and that CAN may not be accessible or its data up-to-date due to reasons beyond the control and without the fault of Red Cross. As such, Red Cross will be excused, without penalty, from any delay in performance or from failure to perform in accordance with this Agreement, to the extent that such delay or failure results from causes beyond the reasonable control and without fault or negligence of Red Cross.

17. Relationships of the Parties. The Parties are acting hereunder as independent contracting parties and nothing herein will create any association, partnership or joint venture between the Parties or any employer-employee relationship. Neither Party may act for or on behalf of or in the name of the other Party.

Agency Name _____ Agency Representative Initials _____

18. Governing Law: Arbitration. This Agreement is governed by the laws of Washington, DC, without giving effect to its choice or conflict of law rules. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. If negotiation is unsuccessful, the Parties may resolve the dispute by mediation. If mediation is not utilized, or if the Parties are unwilling to use mediation, the Parties will resolve the dispute by panel arbitration conducted in Washington, DC in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration. The panel will consist of three arbitrators, one appointed by each Party, and the third arbitrator appointed by the two chosen arbitrators (the "Panel"). The Panel may, at its discretion, provide for discovery by the Parties, not to exceed sixty (60) days from the date of filing of the notice of arbitration. The Parties will equally split costs and expenses of arbitration, including arbitrators' fees but not attorneys' fees. The Panel may not award punitive or exemplary damages. The arbitration is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. The decision is final and binding. Judgment upon the Panel's award may be entered by any court of competent jurisdiction.

19. General. This Agreement may not be modified except in a writing signed by both Parties. This Agreement is the complete and exclusive agreement regarding the subject matter herein, and it replaces any prior oral or written communications between the Parties. Section headings are not to be considered a part of this Agreement. This Agreement may be executed by counterpart. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

Applicant Agency

_____/_____
 Applicant Agency Representative Signature Date

 Agency Representative Printed Name/Title

American Red Cross Acting as the Fiscal Agent for CAN

_____/_____
 American Red Cross Executive Date

 Printed Name of American Red Cross Executive

 American Red Cross Location

