



**AIRA**  
AMERICAN IMMUNIZATION  
REGISTRY ASSOCIATION

## Immunization Information Systems (IIS) Address Cleansing Partner Agreement

This Partner Agreement (this “**Agreement**”) is dated May 21, 2022 (the “**Effective Date**”) and is between American Immunization Registry Association, a Delaware nonprofit corporation (“**AIRA**”) located at 1717 Pennsylvania Avenue NW, Suite 1025, Washington, DC 20006, and the following party (the “**IIS Program**”):

IIS Program Name: Virgin Islands Immunization Registry System (VIIRS)

Address: 1303 Hospital Ground Ste. 10, St. Thomas VI, 00802

AIRA and the IIS Program may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

- A. AIRA is a nonprofit that promotes the use of immunization information to ensure healthy communities through the development and implementation of immunization information systems (each, an “**IIS**”).
- B. In connection with AIRA’s mission, AIRA has purchased a private label license to use and sublicense SmartyStreets, an address cleansing and geocoding service.
- C. The IIS Program desires to obtain a sublicense to use SmartyStreets from AIRA in connection with its IIS and AIRA agrees to provide such sublicense, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Sublicense.**

(a) **Access.** Subject to terms and conditions of this Agreement, AIRA hereby grants the IIS Program, at no additional charge or fee, a non-exclusive, non-sublicensable, and non-transferable sublicense during the Term to use SmartyStreets solely in connection with the IIS Program’s IIS.

(b) **Use Restrictions.** The IIS Program shall not use SmartyStreets for any purposes beyond the scope of the sublicense granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement,



1717 Pennsylvania Ave NW, Suite 1025 Washington, DC 20006



202.552.0208



[immregistries.org](http://immregistries.org)

the IIS Program shall not at any time, directly or indirectly, violate the Terms of Service. As used in this Agreement, the term “**Terms of Service**” means the excerpted SmartyStreets’ terms of service relating to the use of the SmartyStreets attached hereto and incorporated herein as Exhibit A.

(c) **Reservation of Rights.** AIRA reserves all rights not expressly granted to the IIS Program in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to the IIS Program or any third party any intellectual property rights or other right, title, or interest in or to SmartyStreets.

(d) **Access Token.** AIRA shall deliver to the IIS Program a unique access token. The access token for SmartyStreets may be used only for the IIS Program’s own address cleaning and geocoding purposes and shall not be shared for use by any other public health programs or third parties unrelated to the IIS Program’s IIS. The IIS Program is not permitted to sell, transfer, lease, sublicense, or otherwise convey its access token.

## 2. **IIS Program Responsibilities.**

(a) As used in this Agreement, the term “**Authorized User**” means an employee or contractor of the IIS Program who the IIS Program permits to access and use SmartyStreets pursuant to the IIS Program’s sublicense hereunder. The IIS Program is responsible for all uses of SmartyStreets resulting from access provided to the IIS Program by AIRA. Without limiting the generality of the foregoing, the IIS Program is responsible for all acts and omissions of Authorized Users within the IIS Program, and any act or omission by an Authorized User that would constitute a breach of this Agreement or the Terms of Service. The IIS Program shall take reasonable efforts to make all Authorized Users aware of this Agreement’s provisions as applicable to such Authorized User’s use of SmartyStreets and shall cause Authorized Users to comply with such provisions.

(b) By signing this Agreement, the IIS Program acknowledges and agrees that it has established and uses administrative, technical, and physical safeguards in accordance with recognized industry standards and applicable law to protect the privacy and security of its data, and to prevent unauthorized use of or access to it. The IIS Program is solely responsible for compliance with applicable laws concerning privacy and data security within its own jurisdiction.

(c) The IIS Program is solely responsible for the conduct, whether authorized or unauthorized, of employees, vendors, representatives, contractors, agents, or permitted assigns who receive credentials under this Agreement.

(d) The IIS Program agrees to report specified evaluation metrics to AIRA for the purposes of evaluating the impact and success of the service, including how the service is accessed (batch, real-time API, etc.) and the approximate number of records standardized/validated/geocoded. All requested data will be in aggregate only; no data will be requested at the individual address level.

3. **Support.** This Agreement does not entitle the IIS Program to any support for SmartyStreets. Should an IIS Program inadvertently send patient identifiers or protected data to SmartyStreets, the IIS Program is advised to contact SmartyStreets to remove the information from the SmartyStreets database. The IIS Program shall be responsible for the fees charged in connection with such removal.

4. **Term and Termination.** The term of this Agreement begins on the Effective Date and will continue until (i) either party terminates this Agreement or (ii) AIRA terminates its use of the SmartyStreets service, which AIRA may do without notice to the IIS Program and in its absolute discretion. A Party may terminate this Agreement without cause by providing 30 days' written notice to the non-terminating Party. Notwithstanding the foregoing, AIRA may immediately terminate this Agreement if it is determined that the IIS Program is in breach of this Agreement, or if the IIS Program is no longer a member of AIRA.

5. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by

the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) **Assignment.** The IIS Program may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of AIRA. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

(f) **IIS Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

*The remainder of this page is intentionally left blank.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**AMERICAN IMMUNIZATION REGISTRY  
ASSOCIATION (AIRA)**

Signature:   
Printed Name: Kristi Siahaya  
Title: Director of Standards and Analytics  
Email: ksiahaya@immregistries.org  
General AIRA Email: info@immregistries.org  
Date: 3/10/22

**WITNESSES:**

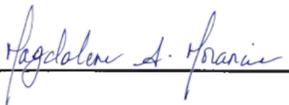
**GOVERNMENT OF THE VIRGIN ISLANDS**

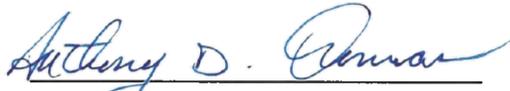


  
Justa E. Encarnacion, Commissioner  
Department of Health

5/12/2022

Date



  
Anthony D. Thomas, Commissioner  
Department of Property and Procurement

5/21/2022

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:  Date 05/20/2022  
Kenneth R. Case, Esq., AAG

RECOMMENDED BY:

**IIS PROGRAM/PRINCIPAL  
INVESTIGATOR**

Signature:   
Printed Name: Annette Hobson  
Title: Immunization Registry Manager  
Email: Annette.Hobson@doh.vi.gov  
Date: March 10, 2022