

**EXHIBIT A**

**AUTHORIZED USER AGREEMENT**

**University of Pittsburgh Real-time Outbreak Disease Surveillance System - National Retail Data Monitor**

1. The County of Monterey (“Authorized User”) will receive upon the execution of this Agreement a password-protected account for access to the National Retail Data Monitor (NRDM) to view aggregate sales data of over-the-counter (“OTC”) medications for city/county/state of County of Monterey in the state of California. Authorized User has represented that he/she is authorized by the appropriate state/regional public health authority to review public health information for this state/region.
2. The Authorized User agrees that this password will not be shared with anyone.
3. Access to the OTC Data is provided to Authorized User for the sole purpose of public health surveillance.
4. The OTC Data are provided to the University of Pittsburgh under Confidentiality Agreements with third party data providers. The Authorized User understands and agrees that the OTC Data may not be disclosed to any other third party, or used for any purpose other than public health surveillance, without the prior written permission of the University of Pittsburgh.
5. Any breach of the terms of this Agreement by Authorized User will result in the immediate termination of Authorized User’s account. The University retains the right to take legal action, including seeking an injunction to prevent Authorized User’s breach of this Agreement.
6. The Authorized User may not use the name or marks of the University of Pittsburgh or participating retailers in any press release or publicity without the prior written permission of the University and/or participating retailers. The RODS or NRDM systems, including interface screens, may not be used in any publicity without prior written approval of the University of Pittsburgh.
7. NO WARRANTIES OF ANY KIND ARE MADE BY UNIVERSITY OR THE ENTITIES SUPPLYING THE OTC DATA WITH RESPECT TO THE OTC DATA OR ANY USE THEREOF, AND UNIVERSITY AND THE DATA PROVIDERS HEREBY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Neither University nor the data providers shall be liable for any claims, losses or damages of any kind arising from Authorized User’s use of the OTC Data. It is understood that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement, and ownership of all rights, title and interests in and to the OTC Data remain vested in the entities that supplied such data.

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Authorized User Signature	Title	Date
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Health Department Name	County
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Address	City/State
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Phone Number	Fax Number	E-mail Address
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Approved by authorized representative of Health Department:

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Signature	Name	Title	Date
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Scan signed agreement & send to Maria Bond, Program Manager, NRDM [bond@pitt.edu](mailto:bond@pitt.edu), or fax to 412-648-9118.