



## IHE North American Connectathon 2017 Contract

This contract is for organizations ("Participants") participating in the IHE NA Connectathon 2017 ("Connectathon") sponsored by IHE USA to be held January 23 - 27, 2017 in Cleveland, OH.

**Please return signed copy with payment to IHE USA** and retain a copy for your records. The terms and conditions on each page of this document and all rules and regulations outlined in the IHE NA Connectathon 2017 Policies and Guidelines (<http://www.iheusa.org/files/NA-Connectathon-Policies-and-Guidelines-2017.pdf>), available on IHE USA's website, are an integral and binding part of this agreement. All questions regarding payment and the event should be submitted to

### Company Information:

This section contains information about the organization contracting to test its system(s) at the IHE NA Connectathon 2017. Please review this section for accuracy and, if necessary, use Gazelle, (<http://ihe.wustl.edu/gazelle-na>) IHE's online registration tool, to modify your entry and generate a revised contract. The primary contact person(s) will receive all communications related to the IHE NA Connectathon 2017. Please notify IHE USA at [connectathon@ihe.net](mailto:connectathon@ihe.net) should any of this information change.

By signing this contract, your organization, its employees, representatives, and agents agree to receive communication via telephone, facsimile, email, and regular mail from IHE USA producers and organizers, their employees, representatives, and agents that are directly related to your organization's participation in this event.

**Please list the Company name as it should appear in all printed and online materials.**

**Company Name :** ACME Medical Company

**Address :** 4525 Road Runner Way

**City :** El Paso

**State :** TX

**Zip :** 80000

**Country :** United States

**Website :** <http://www.acme.com>

**Integration Statement Webpage:**

### Contact Information:

#### Primary Financial contact

**First name:** Road

**Last name:** Runner, Jr

**Tel :** 314-555-0000

**Email :** [road.runner@gmail.com](mailto:road.runner@gmail.com)

**Cell :**

**Fax :**

**Address :** 4525 Road Runner Way

**City :** El Paso

**State :** TX

**Zip :** 80000

**Country :** United States

#### Primary Marketing Contact

**First name:** Road

**Last name:** Runner, Jr

**Tel :** 314-555-0000

**Email :** [road.runner@gmail.com](mailto:road.runner@gmail.com)

**Cell :**

**Fax :**

**Address :** 4525 Road Runner Way

**City :** El Paso

**State :** TX

**Zip :** 80000

**Country :** United States

## Primary IHE Technical Contact

**First name:** Road

**Last name:** Runner, Sr.

**Tel :** 314-555-0000

**Email :** road.runner.sr@gmail.com

**Cell :**

**Fax :**

**Address :** 4525 Road Runner Way

**City :** El Paso

**State :** TX

**Zip :** 80000

**Country :** United States

## Terms of Participation:

**INDEMNIFICATION:** Participant shall defend, indemnify, protect, save, and hold IHE USA and its officers, directors, and all agents and employees thereof, forever harmless from any damages, liabilities, claims, demands, or actions arising out of the actions or inactions of Participant, its servants, employees, contractors, or agents. This indemnification shall extend to claims for actual or alleged (a) injury to any person, (b) damage to any property, (c) economic loss, (d) business and/or production loss, (e) product or service deficiencies or damage, or (f) other violation of any statute, law, ordinance, or regulation, including but not limited to claims, as well as claims arising from the alleged action, inaction, or negligence of Participant. Participant shall at all times defend, protect, indemnify, save, and hold harmless the Indemnities against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from or out of or by reason of any accident or bodily injury or other occurrences to any property, person or persons, including Participant, its agents, employees, and business invitees which arise from or out of or by reason of said Participant's occupancy and use of the facilities, or any part thereof.

**FORCE MAJEURE:** In the event that the performance by IHE USA or the Facility or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event, as a result of fire, flood, tempest, inclement weather, or other such cause or as a result of governmental intervention, malicious damage, acts of God, war, strike, lock-out, labor dispute, riot, terrorist acts, curtailment of transportation, or other cause or agency over which IHE USA has no control, or should IHE USA decide that because of any such cause that it is necessary to cancel, postpone or re-site the event, or reduce the move-in and installation time, show time, or move-out time, IHE USA shall not be liable to refund, indemnify, or reimburse the Participant in respect of any fees paid, damage or loss, direct or indirect, arising as a result thereof.

**INTELLECTUAL PROPERTY:** Participant represents and warrants that it shall not violate any copyright, trademark, or other similar intellectual property laws and that it shall comply with all copyright restrictions including, but not limited to, any license IHE USA may obtain or any other laws and restrictions with respect to the use or performance of music. Participant further represents and warrants that it shall obtain any additional license or grant of authority required of Participant under the copyright laws and present IHE USA with a copy of such license or grant no less than thirty (30) days prior to the start of the exposition.

**COMPLAINTS:** Complaints of any violation of the Contract Terms and Conditions are to be made promptly to IHE USA and its representatives. Participants and their personnel agree to abide by the decisions of IHE USA.

**AMENDMENTS:** Any and all matters not specifically covered herein and in the Policy and Guidelines are subject to the decision of IHE USA. IHE USA shall have the full and exclusive power to interpret, amend, and enforce these Contract Terms and Conditions, provided any amendments, when made, are brought to the notice of Participants. Each Participant, for itself and its employees, agrees to abide by the foregoing Contract Terms and Conditions and by any amendments or additions thereto in conformance with the preceding sentence. Violation of the Contract Terms and Conditions is grounds for dismissal from the exhibit hall and forfeiture of all associated monies.

**LAW APPLICABLE:** This agreement shall be governed in accordance with the laws of the State of Illinois. Any and all litigation arising from, or as a result of this Agreement will be conducted in Chicago, Illinois and shall be governed in accordance with the laws of the State of Illinois. This contract does not represent a joint venture between IHE USA and the Participant; each shall retain the status of independent contractor and shall not have the authority to bind or represent the other. The agreement may not be assigned to another entity without prior written consent from IHE USA.

## IHE NA Connectathon System Information:

The list below represents system names entered by the Participant in Gazelle for the purpose of system registration for the IHE North American Connectathon 2017. The IHE USA reserves the right to refuse testing for Participants with systems containing combinations of IHE Profile/Actors and C-CDA document types it deems to be inappropriate or not reflective of practical systems architecture.

IHE USA will make this determination in consultation with the Technical Project Management Team. Participants may be asked to revise their registration to limit the number of IHE Profile/Actors and C-CDA document types included in a single system. Decisions made by IHE USA are final.

Please review the list for accuracy. If necessary, use the Gazelle online registration system to modify your entry and generate a revised contract.

### Test Systems Registered in Gazelle:

ACME Test 1 - 1

### IHE NA Connectathon System Fees:

- 1. Baseline fee:** Participants registering one (1) system incur a charge of \$8700 USD.
- 2. Additional Systems:** Participant incurs an extra charge of \$4700 USD for each additional system registered.

Participant is provided one (1) 6' x 30" table, two (2) padded chairs, internet access, and one (1) power strip with 4 outlets to provide 1500 Watts (120 volts) /standard electrical service, and table signage for every one (1) system registered in Gazelle.

### Total System Fees:

You have registered 1 systems. Your IHE NA Connectathon System fees are USD 8700.00. Your total system fees are : USD 8700.00 due October 7, 2016.

### Payment Terms & Conditions:

A non-refundable payment in full for 100% of IHE NA Connectathon System Fees is due at the time of contract submission. Contracts will not be accepted after October 7, 2016. Contracts submitted without payment in full will be rejected and will not be included in the publications and promotional materials (printed documents, signage, and website) associated with the IHE NA Connectathon 2017 unless a valid, paid in full contract submission has been received by October 7, 2016.

### Cancellations:

IHE NA Connectathon System Fees are non-refundable. IHE NA Connectathon System Fees will not be refunded for cancellations. IHE NA Connectathon System Fees will not be refunded to Participants who withdraw systems after October 7, 2016.

### Submitting Contract & Payment:

Contracts MUST be received by October 7, 2016 along with 100% payment based on total system fees. Acceptable methods of payment are provided on the last page of the contract.

Submit Final Signed PDF Contract to IHE USA via mail or email. Faxed copies are not acceptable.	
PDF Contracts by Email	Connectathon@ihe.net
Contracts by Mail (DO NOT SEND CHECKS TO THIS ADDRESS)	IHE USA 33 W Monroe St, Suite 1700 Chicago, IL 60603

**IHE NA Connectathon 2017 Affiliated Programs: Please confirm your participation.**

**1. Interoperability Research Award Program (IRAP):** Are you applying for the Interoperability Research Award Program? If yes, please follow the application steps as outlined on IHE USA's website at <http://www.iheusa.org/scholarship>

Yes \_\_\_\_\_ No \_\_\_\_\_

**2. HIMSS17 Interoperability Showcase(TM):** Does your company plan to demonstrate at the HIMSS17 Interoperability Showcase? HIMSS17 Annual Conference & Exhibition is February 20 – 22, 2017, in Orlando, FL. If yes, please contact Bronwen Pitchford-Watkins at [bpitchford@himss.org](mailto:bpitchford@himss.org).

Yes \_\_\_\_\_ No \_\_\_\_\_

\*If "Yes," please note that Participants must submit a separate contract and fees to HIMSS to participate in the HIMSS17 Interoperability Showcase. Additional information about the HIMSS17 Interoperability Showcase is available online at <http://www.interoperabilityshowcase.org>, or contact Bronwen Pitchford-Watkins at [bpitchford@himss.org](mailto:bpitchford@himss.org).

**Acknowledgement of IHE NA Connectathon 2017 Policies and Guidelines:**

We hereby apply to participate in the IHE North American (NA) Connectathon 2017, January 23 – 27, 2017. We have read, understand and accept the Terms of Participation outlined in this contract and agree:

1. Participant has read and understands the payment terms and conditions outlined in this contract.

**Initial here** \_\_\_\_\_

2. Participant accepts IHE USA's IHE NA Connectathon 2017 Policies and Guidelines (<http://www.iheusa.org/files/NA-Connectathon-Policies-and-Guidelines-2017.pdf>) and will follow in their entirety.

**Initial here** \_\_\_\_\_

3. By completing this contract, Participant is required to provide two (2) staff persons at minimum for the week of January 23 – 27, 2017. Participant must complete online pre-registration to purchase reduced priced Connectathon badges by December 2, 2016 at 11:59PM ET. All badges registered after December 2, 2016 will incur additional fees as noted in the Policies and Guidelines.

**Initial here** \_\_\_\_\_

**Authorized Signatures:**

The Participant agrees to abide by all requirements, restrictions, and obligations outlined in this Contract and the IHE NA Connectathon 2017 Policies & Guidelines that are incorporated herein. Upon acceptance by IHE USA, the terms of this agreement are binding.

Authorized Person for Participating Company

Print Name and Title

Signature and Date

Authorized Signature for IHE USA - **IHE USA Office Use Only**

Signature and Date

PLEASE COMPLETE PAYMENT AND RETURN TO IHE USA.

**Method of Payment:**

Please choose from one of the following forms of payment accepted by IHE USA. Payments must be made at the time of contract submission or by Friday, October 7, 2016. View Payment Terms and Conditions in the contract for more information.

Type	Address	Contact	Special Instructions
<b>Check</b>	Send To: 25324 Network Place Chicago IL, 60673-1253	N/A	Make checks payable to IHE USA.  Checks must be in US dollars and drawn on a US bank.
<b>Wire Transfer</b>	Account Name: IHE USA JPMorgan Chase 10 S. Dearborn St Chicago IL, 60603-2003	Tracy Bailey tbailey@himss.org +1-312-915-9537	Swift Code: CHASUS33 Routing Number: 071000013 Account Number: 887280816
<b>Credit Card</b>	N/A	Pamela Hawkins phawkins@himss.org +1-312-915-9521	Call Pamela to complete Credit Card Payment

*If your organization requires additional forms (i.e. invoices, W9s) to process payment, please email [connectathon@ihe.net](mailto:connectathon@ihe.net) with your request.*

Thank you for your participation in the IHE NA Connectathon 2017. If you have any additional questions please contact [connectathon@ihe.net](mailto:connectathon@ihe.net).