



IHE North American Connectathon 2019 Contract

This contract is for organizations ("Participants") participating in the IHE NA Connectathon 2019 ("Connectathon") sponsored by IHE USA to be held January 21-25, 2019 in Cleveland, Ohio at the Huntington Convention Center of Cleveland (the "Facility").

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 2019 Policies and Guidelines (<https://www.iheusa.org/sites/iheusa/files/IHE-NA-Connectathon-Policies-and-Guidelines-2019.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 connectathon@ihe.net.

Company Information:

This section contains information about the organization contracting to test its system(s) at the IHE NA Connectathon 2019. 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 2019. Please notify IHE USA at connectathon@ihe.net should any of this information change.

By signing this contract, Participant, its employees, affiliates, representatives, and agents (i) agree to receive communication via telephone, facsimile, email, and regular mail from IHE USA producers and organizers, and their employees, affiliates, representatives, and agents (the "Organizers") that are directly related to Participant's participation in this event, and (ii) acknowledge and agree that IHE USA may share personal data of the foregoing with the Organizers, including with entities who or which are not part of IHE USA, to the extent necessary for Participant's and its employees', affiliates', agents' and representatives' participation in the event, and (iii) represent, warrant and covenant that they will and shall have the authorization of such persons to give such consent on their behalf.

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

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

Cell :

Fax :

Address : 4525 Road Runner Way

City : El Paso

State : TX

Zip : 80000

Country : United States

Primary Technical Contact

First name : Road

Last name : Runner, Jr

Tel : 314-555-0000

Email : road.runner@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 (the "Indemnitees"), 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) violation of any statute, law, ordinance, or regulation, including but not limited to, claims arising from the alleged action, inaction, or negligence of Participant. Participant shall at all times defend, protect, indemnify, save, and hold harmless the Indemnitees from and against 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 2019. The IHE USA reserves the right to refuse testing for Participants with systems containing combinations of IHE Profile/Actors and U.S. Based Initiatives including HL7 Consolidated-Clinical Document Architecture® (C-CDA) document types and others 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 U.S. Based Initiatives 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.

Participant represents and warrants that no personally identifiable information of any sort shall be stored, accessible or otherwise available on any system included for testing at the IHE NA Connectathon 2019.

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 12, 2018**.

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 12, 2018. 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 2019 unless a valid, paid in full contract submission has been received by **October 12, 2018**.

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 12, 2018**.

Submitting Contract:

Contracts **MUST** be received by **October 12, 2018** 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 2019 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. HIMSS19 Interoperability Showcase™:** Does your company plan to demonstrate at the HIMSS19 Interoperability Showcase? HIMSS19 Annual Conference & Exhibition is February 11 – 15, 2019 in Orlando, Florida. If yes, please contact Bronwen Huron at bhuron@himss.org.
Yes ___ No ___

*If "Yes," please note that Participants must submit a separate contract and fees to HIMSS to participate in the HIMSS19 Interoperability Showcase. Additional information about the HIMSS19 Interoperability Showcase is available online at <http://www.interoperabilityshowcase.org>, or contact Bronwen Huron at bhuron@himss.org.

Acknowledgement of IHE NA Connectathon 2019 Policies and Guidelines:

We hereby apply to participate in the IHE North American (NA) Connectathon 2019, January 21-25, 2019. We have read, understand and accept the Terms of Participation outlined in this contract and agree:

- Participant has read and understands the payment terms and conditions outlined in this contract.
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- Participant accepts IHE USA's IHE NA Connectathon 2019 Policies and Guidelines (<https://www.iheusa.org/sites/iheusa/files/IHE-NA-Connectathon-Policies-and-Guidelines-2019.pdf>) and will follow them in their entirety.
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- To ensure adequate staffing for successful Connectathon testing, IHE USA highly recommends that the Participant provide at least two (2) staff persons on-site per test system for the week of January 21-25, 2019. In order to purchase reduced priced IHE Connectathon badges, participant must complete online pre-registration (<http://www.iheusa.org/badge-registration>) by December 7, 2018 at 11:59PM ET. All badges registered after December 7, 2018 will incur additional fees as noted in the Policies and Guidelines.
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Authorized Signatures:

The Participant agrees to abide by all requirements, restrictions, and obligations outlined in this Contract and the IHE NA Connectathon 2019 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 sign and return contract to connectathon@ihe.net with payment to IHE USA by **October 12, 2018**.

Accepted Payment Methods:

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 12, 2018**. View Payment Terms and Conditions in the contract for more information.

Type	Address	Contact	Special Instructions
Check	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.
Wire Transfer	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
Credit Card	N/A	Tracy Bailey tbailey@himss.org +1-312-915-9537	Call Tracy to complete Credit Card Payment
Invoices, W9s, etc.	N/A	connectathon@ihe.net	Request an invoice, W9 or other forms by emailing IHE USA. Invoices are due 30 days after receipt.

Thank you for your participation in the IHE NA Connectathon 2019. If you have any questions, please contact connectathon@ihe.net.