

IHE-RO 2015 Fall Connectathon Participation Agreement

1. Introduction

This document provides policies and guidelines for organizations and their representatives participating in testing at the Integrating the Healthcare Enterprise - Radiation Oncology ("IHE-RO") 2015 Fall Connectathon, as well as for any other individuals participating in or observing at the IHE-RO 2015 Fall Connectathon, (referred to individually as "Participant" and collectively as "Participants") and is designed to help ensure successful testing and operation of the Connectathon. The policies and guidelines set forth below incorporate by reference the application and registration submitted by Participant. Each signatory signing as a representative of a company, institution or other organization represents that he/she is authorized to sign this Agreement on behalf of that entity Participant. Included in the definition of Participant are the entity and all of its officers, directors, employees, agents, successors and assigns.

2. Sponsorship and Governance

1. The IHE-RO Connectathon is sponsored and organized by the American Society for Radiation Oncology (ASTRO) ("Connectathon Sponsor"). Connectathon Participants agree to take direction from Connectathon Sponsor, ASTRO staff and its contractors and volunteers, Connectathon Manager and volunteer Test Monitors ("Connectathon Management Team").
2. In the event of disagreement over interpretation of testing requirements, specifications or results, the Connectathon Manager, in consultation with the Connectathon Management Team, is the on-site authority in accordance with policies and procedures established by the Connectathon Sponsor. In the event that any such dispute cannot be resolved by the Connectathon Management Team, the IHE-RO Technical Committee will have final authority to determine a resolution.
3. Procedural questions and other issues should be directed to the Connectathon Management Team at ihero@astro.org.

Connectathon Management Team Contacts

Connectathon Manager: Walter Bosch, Washington University, ihero@astro.org

Connectathon Sponsor Representatives: Crystal Carter, [ASTRO](http://www.astro.org), ihero@astro.org

Connectathon Test Monitors: Walter Bosch, Washington University, ihero@astro.org

4. Goals

Connectathon testing has three specific goals:

1. Testing Participant implementations of Actors and Profiles defined in the IHE-RO Technical Frameworks and Supplements ("Technical Frameworks"), as found at http://www.ihe.net/technical_frameworks/#radiationoncology and incorporated by reference.
2. Testing and providing feedback on Actors and Profiles defined in the Technical Frameworks.
3. Preparing for any IHE-RO demonstrations in which Participants may also be involved.

Participants are expected to support all three goals as appropriate, to work in a cooperative manner and to show respect for both their peers and the IHE-RO testing process.

5. Registration

Registration will be accomplished in an online form and manner specified by ASTRO.

5.1. Vendor IHE-RO Membership Fees

This pricing structure is in effect as of January 1, 2015 based on vendor Participant's 2014 gross annual oncology revenue. These fees cover annual IHE-RO membership, which provides Participant with unlimited Actor testing at the scheduled Connectathons and domain pre-testing events and may, at Participant's request, be spread out over four equal quarterly payments to ASTRO.

<u>Tier</u>	<u>Eligibility</u> Gross Annual Oncology Revenue (Global)	<u>Cost</u>	<u>Actors Included</u>
Tier 1: Platinum Partner	≥ \$1 billion	\$90,000	Unlimited
Tier 2: Gold Partner	\$100 million- \$999 million	\$45,000	Unlimited
Tier 3: Silver Partner	< \$100 million	\$15,000	Unlimited
New Member: Bronze Partner	<\$100 million	\$10,000	Unlimited

5.2. Late Additions, Withdrawals and Refund Policies

1. After the stated date for close of registration, August 21, 2015, 11:59 p.m. ET, Participants will not be allowed to add new systems or to add Actors or Profiles to previously registered systems, without permission of the Connectathon Management Team.
2. Participants wishing to withdraw a registered system or to withdraw from testing any Actor or Profile must contact the Connectathon Management Team at ihero@astro.org as early as possible to allow for test plans to be reordered and rescheduled.
3. No refunds will be issued to Participants that withdraw systems, withdraw from testing particular Actors or Profiles, or otherwise fail to complete testing successfully.

5.3. Reasonableness of System Composition

The Connectathon is designed to test healthcare IT systems and related devices that might feasibly be sold as commercial products and implemented in real-world healthcare settings. Each system registered shall be an integrated and reasonable collection of IHE-RO Actors and Profiles. The Connectathon Management Team reserves the right to exclude from testing any systems judged not to meet this criterion.

All systems tested must meet all relevant requirements for all Actors and Profiles they are testing, as defined in Technical Frameworks and interpreted by the Connectathon Management Team. Questions regarding system qualifications must be raised with the Connectathon Management Team in advance of registration.

5.4. Profile Dependencies

Certain Profiles reference other Profiles as prerequisites (for example, ARTI requires BRTO). Participants are responsible for being aware of any Profile dependencies identified in the Technical Frameworks, properly registering their systems and successfully completing testing of any prerequisite Profiles at the Connectathon.

6. Pre-Connectathon Testing

Participants are required to run a series of software tests in advance of the Connectathon. These advance tests are designed to assess Participants' preparation for the Connectathon. The Connectathon Management Team will make reasonable efforts to provide instructions and deadlines for submitting advance testing information. For most IHE-RO Profiles, the Connectathon Management Team will provide testing software, known as the test tools, for this purpose. The list of Profiles with tests will be published by the Connectathon Management Team. For any Profiles where test software is not provided, the Connectathon Management Team will make reasonable efforts to provide Connectathon test specifications early in the process to prepare participants for Connectathon testing requirements. Participants must transfer the results files from all pre-Connectathon testing to the Connectathon Management Team within 30 days of the conclusion of Connectathon.

7. Connectathon Testing

7.1. Testing Schedule and Attendance

1. All Participants are requested to be present to perform testing activities for the entire Connectathon (Monday, September 21 through Friday, September 25, 2015. All Participants' systems must be configured and ready for testing starting Tuesday at 10:00 a.m. **Systems are required to remain staffed and ready for testing until Friday at 3:00 p.m. CET.**
2. A typical schedule for Connectathon testing is:
 - ☐ Monday 8:30 a.m. - 5:00 p.m. system setup
 - ☐ Tuesday 8:30 a.m. - 5:00 p.m.
 - ☐ Wednesday 8:30 a.m. - 5:00 p.m.
 - ☐ Thursday 8:30 a.m. - 5:00 p.m.
 - ☐ Friday 8:30 a.m. - 3:00 p.m.
 - ☐ Friday 5:00pm - All systems must be re-crated and all shipping arrangements completed.
3. The Connectathon Management Team will provide a detailed testing schedule to Participants. Participants are requested to staff equipment and participate in testing during ***all*** designated testing periods.

7.2. Testing Activities

Participants are responsible for understanding which tests are required to be run for each system and for completing those tests. For Participants whose systems support multiple Integration Profiles, completing testing can be a challenge. Participants are responsible for tracking their progress and prioritizing testing of the Profiles they find most important. Participants may find it necessary to drop some Actors and Profiles if time does not permit completing required tests. Testing activities performed by Connectathon Participants can be described as follows:

Unit tests demonstrate a successful transaction between two corresponding Actors in an IHE-RO Profile (peer-to-peer tests). Each unit test typically represents only a portion of a Profile. For each Actor in each Profile performed by a Participant's system, the Connectathon Management Team will provide a list of such unit tests to be performed and a list of potential testing partners, i.e., the systems registered to perform the corresponding Actors in each transaction. Participants are responsible for successfully completing the designated tests.

7.3. Success Criteria

In order to successfully complete testing at the IHE-RO Connectathon 2015 and appear in the table of testing results published by the Connectathon Sponsor, a system must complete either *Thorough* or *Supportive* Connectathon testing.

1. *Thorough Testing* normally consists of successful completion by a Participant's system of three instances of each *unit test*, as observed and recorded by the Connectathon Management Team, in accordance with policies and procedures established by the Connectathon Sponsor, assigned for the Actor and Profile it is testing. Exceptions to the three-instance rule of *Thorough Testing* are:
 - a) Any test identified as a *no peer test* by Connectathon Management Team requires only one observed instance to constitute successful testing. Examples of such tests are: "load data onto the Central Archive" and "perform system calibration."
 - b) Testing in Profiles with few Actors: In any Profile where not enough systems are registered for particular Actors to enable corresponding systems to satisfy the three-instance requirement, that requirement will be relaxed. In cases where fewer than three, but at least one instance of each Actor required for thorough testing of a Profile is subscribed, Participants will be required to test with each of the available Actors. Successful testing with all available Actors will be reported in the published table of Connectathon results.
2. In any Profile where no systems are registered for one or more of the required Actors, testing will not be performed. The Connectathon Management Team will inform Participants registered to test other Actors in such a Profile following the close of registration.
3. Some systems may qualify to perform *Supportive Testing*. In this category of testing, Participants receive credit for testing if they perform one observed instance of at least one test for an Actor/Profile combination. Participants undertaking *Supportive Testing* for a given Profile are also required to assist other participants testing that Profile who need a partner. The Connectathon Management Team will coordinate this additional testing if necessary.

Systems that qualify for *Supportive Testing* are not required to complete the pre-Connectathon tests. In order to qualify for *Supportive Testing* of a system, a Participant:

- a) Must previously have passed *Thorough Testing* for that particular Actor and Profile at a Connectathon whose results are reported, and
- b) Must have published an IHE integration statement in the IHE Product Registry (<http://product-registry.ihe.net/>) for that Actor/Profile.

Supportive Testing will not be allowed where significant revisions have recently been made to the Profile in which the Participant is testing. The Connectathon Management Team will provide participants with a list of such Profiles.

8. IHE-RO Connectathon Guidelines

1. The Connectathon Management Team understands the IHE-RO Integration Profiles, but may not necessarily understand your product or your specific market niche. Please constrain your conversations with Connectathon Manager and Monitors to the language of the IHE-RO Technical Framework whenever possible.
2. Policy decisions shall be made only by the Connectathon Management Team, in accordance with policies and procedures established by the Connectathon Sponsor. Many of the Connectathon Monitors who have volunteered to evaluate tests will not understand the full implications of IHE-RO policies. Submit policy questions by email to ihero@astro.org.
3. Participants should review test plans and make any suggestions for changes prior to the Connectathon by contacting the Connectathon Management Team. If any issues arise during the Connectathon, please bring them to the attention of one of the judges or the Connectathon Management Team at the event.
4. The Connectathon Management Team will communicate with participants in English. We understand this is not the first language for many participants. If this presents an issue, please bring a staff member who can assist in translation. If your members are better at reading English, please bring notepads so we can write instructions.
5. As a condition of participation, a Participant grants a) Connectathon Management Team a limited license to use Participant's information, data, software and equipment ("Participant Data and Equipment") to accomplish testing of the Actors and Profiles being tested at the Connectathon, and b) other Participants a limited license to use such Participant Data and Equipment to accomplish testing of the Actors and Profiles being tested at the Connectathon. Participants agree not to in any way use or disclose information, data or material obtained as a result of participating in the Connectathon for any other purpose. No photography, video recording, audio recording or capturing of any kind or any medium is permitted without the express written permission of ASTRO.
6. Participants will assist other participants during the testing process. Even if you are convinced the problem is with "the other system," the Connectathon Management Team will require you to help with testing and some debugging. The Connectathon Management Team will assist in determining reasonable efforts.

7. Participants who feel they are unfairly judged or treated may ask for review by a committee of the Connectathon Management Team, in accordance with policies and procedures established by the Connectathon Sponsor. Decisions of the committee are in their sole discretion and final.
8. During the Connectathon, members of the Connectathon Management Team may, on a case-by-case basis, advise Participants to drop Actor/Profile pairs for a given system. Participants are encouraged to manage their time and fully complete testing for a given Actor/Profile pair rather than performing partial testing on a number of Actor/Profile pairs.
9. Some Participants register individual systems for multiple Profiles and Actors. This will be allowed as long as such Participants do not occupy a disproportionate share of the time and attention of the Connectathon Management Team at the expense of other Participants.
10. No special consideration will be given to Participants who experience logistical problems such as shipping delays, hardware failures or travel difficulties. Participants are responsible for ensuring that their personnel arrive on time, take direction throughout and continue active participation through the end of testing on Friday.
11. Do not rely on personnel located remotely to help with Connectathon testing. Instead, bring to the Connectathon sufficient personnel with the necessary skills to complete testing successfully.
12. For each system registered for testing, be prepared to share your configuration information so that you can share this information with test partners. Participants are responsible for ensuring that the successful results of their testing are verified by Connectathon monitors and recorded in the Connectathon results. Test results that remain unverified at the close of the Connectathon will not be counted toward successful completion of testing requirements.
13. Participants who have successfully passed *Thorough Testing* are strongly encouraged to participate in subsequent Connectathons in order to assist new Participants in their testing. The success of IHE-RO efforts is highly dependent on such continued participation.
14. Connectathon Management Team reserves the right to publish new guidelines during the Connectathon.

9. Confidentiality and Nondisclosure Agreement

As a condition of participation in the Connectathon, each Participant and all of its representatives agree to the following nondisclosure policy, which, along with this entire Agreement, is incorporated by reference in Participant's signed application and registration:

9.1 Introduction

The IHE-RO initiative has the goal of stimulating integration of information and imaging systems used in the delivery of radiation treatment. IHE-RO develops guidelines and supports a testing process and other activities to encourage the implementation of standards to enable communication among such systems.

9.2 Participant Obligations

In order to encourage the exchange of information among participants necessary to the testing process, including the IHE-RO 2015 Fall Connectathon testing event to be held September 21-25, 2015, it is important that both the Sponsor and each Participant be protected against improper disclosure of technical or commercial information by any other Participant. Furthermore, the Connectathon process requires Participants to resolve as expediently as possible and in a spirit of cooperation any software bugs and interoperability issues that arise during the testing process. The Participant agrees to keep confidential and forbear from disclosing or using any information, data, or material obtained as a result of participating in the Connectathon for any other purpose other than to further their Connectathon testing. The Participant also agrees to comply with all applicable laws and regulations, to respect all other Participants and their systems and equipment and to keep confidential and not disclose any information about the results for any other Participants' systems, equipment or software.

9.3 Limitations of Obligations

The restrictions in section 9.2 above shall not apply to information that:

- ☐ Appears in printed publications distributed by the Connectathon Sponsor in the public domain;
- ☐ Was public knowledge at the time of its receipt;
- ☐ Became public knowledge after its receipt without breach of this agreement by the undersigned Participant;
- ☐ Was rightfully disclosed to the Participant by a third party without an obligation of confidentiality;
- ☐ Is provably independently developed by the undersigned Participant's personnel without access to the confidential information;
- ☐ Is required to be disclosed pursuant to a legal, judicial or administrative proceeding or by law; or
- ☐ Is approved for release by the prior written authorization of the Connectathon Sponsor and the entities, if any, who own the information.

9.4 Covenant and Hold Harmless

The Connectathon Sponsor shall take reasonable steps to provide a work atmosphere conducive to a successful testing process, including discouraging the improper disclosure and use of information by Participants. In consideration of being permitted by the Connectathon Sponsor to participate in the IHE-RO testing process, the undersigned Participant covenants and agrees: (1) that it shall make no claims of any kind or take any action against the Connectathon Management Team or Connectathon Sponsor, or their employees, directors, officers or agents, related to IHE-RO or the Connectathon, including, but not limited to, any claims relating to the disclosure or use of any confidential information, and (2) that it shall indemnify, defend, and hold harmless the Connectathon Management Team, Connectathon Sponsor, and their employees, directors, officers, and agents, from any losses, claims, damages, judgments, fines, and liabilities, including attorneys' fees, relating to or arising from any acts or conduct of the undersigned Participant related to IHE-RO or the Connectathon, including but not limited to any actual or claimed breach of the nondisclosure and nonuse obligations described in the preceding paragraphs.

9.5 Written Permission Required for Use of Copyrighted Materials

Supporting information and documents developed by the Connectathon Sponsor or the Connectathon Management Team for use within the IHE-RO testing and demonstration process, including but not limited to specifications, test data and marketing materials are the copyrighted property of IHE-RO and its Connectathon Sponsor. In the spirit of collaboration and in keeping with copyright law, no Participant may use, disclose, distribute or republish such the information without written consent from the Connectathon Sponsor.

9.6 Grant of Rights to Sponsor to Publish Promotional Photographs

For the purposes of sharing information with their membership and the public and promoting the IHE-RO initiative, the Connectathon Sponsor may acquire and reproduce representative images of systems being tested by Participants at the Connectathon. Any such images acquired may potentially be used in printed publications, Web pages and multimedia presentations promoting the IHE-RO initiative. Such images will not be used by the Connectathon Sponsor for any other purpose. The undersigned Participant, in consideration of being permitted by the Connectathon Sponsor to participate in the IHE-RO initiative, hereby grants to ASTRO the absolute and irrevocable right and unrestricted permission to use, re-use, display, distribute, transmit, publish, republish, copy, make derivative works or otherwise exploit, either in whole or in part, either digitally, in print, or in any other medium now or hereafter known, the names, likeness, images, photographs and videos of its personnel and equipment, alone or in combination and to alter the same without restriction. Participant acknowledges that Connectathon Sponsor shall own any and all copyrights in same. The undersigned understands and agrees that the Connectathon Sponsor may use the Participant's name, likeness or image in its sole discretion. The Participant also hereby releases and discharges ASTRO and its employees, directors, officers, agents, representatives and assignees from any and all claims and demands arising out of or in connection with the use of the any name, likeness or image, including without limitation any and all claims for invasion of privacy, right of publicity and improper disclosure of commercial information.

9.7 No Warranty of Testing Software

Participant acknowledges and agrees that the software and related technical information and documentation provided by the Connectathon Sponsor or Participants in connection with the implementation of the IHE-RO initiative (the "IHE-RO Software") is provided on an "as is" basis, and neither the Connectathon Sponsor nor any Participant makes any representations or warranties of any kind, either express or implied, concerning the quality, safety or suitability of the IHE-RO Software, including without limitation any implied warranties of merchantability, fitness for a particular purpose or non-infringement. In no event will the Connectathon Sponsor be liable for any direct, indirect, punitive, special, incidental, consequential or multiple damages, arising from or relating to IHE-RO or the Connectathon, however they may arise, even if Connectathon Sponsor has been previously advised of the possibility of such damages.

10. Governing Law

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

ACKNOWLEDGEMENT

Participant has read and understood this Agreement and hereby agrees to its terms. In the event of any change in the IHE-RO Connectathon Participation Agreement, the most up-to-date versions available online at <http://astro.org/Meetings/UpcomingMeetings/Connectathon/Registration>, apply.

Participant Name:

Authorized Signature:

Date: _____

Email: _____

Upon completion of registration, please EMAIL agreement form to ihero@astro.org.