IHE-RO 2014 Fall Connectathon Participation Agreement

1. Introduction

This document provides policies and guidelines for organizations and their representatives participating in testing at the IHE-RO 2014 Fall Connectathon, as well as for any other individuals participating in or observing at the IHE-RO 2014 Fall Connectathon, (referred to collectively as "Participants") designed to help ensure successful testing. The policies and guidelines set forth below are incorporated by reference into the application/contract submitted by all Participants. Each signatory signing as a representative of a company, institution, or other organization represents that he/she is an authorized representative of that entity. Organizations are defined to include all 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, 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 Management Team is the on-site authority. 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 Crystal Carter of ASTRO, or Bruce Curran, of the Connectathon Management Team.

3. Contacts

- **Connectathon Manager:** Bruce Curran, bhcurran@gmail.com
- **Connectathon Sponsor Representatives:** Crystal Carter, crystalc@astro.org
- **Connectathon Test Monitors:** Walter Bosch, wbosch@radonc.wustl.edu

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").

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 a form and manner specified by ASTRO.

5.1. Vendor Participation Fees

Tier	Eligibility Gross Annual Oncology Revenue (Global)	Cost	Actors Included
Tier 1: Gold Partner	$1 billion or >	$80,000	Unlimited
Tier 2: Silver Partner	$100 million- 999 million	$40,000	Unlimited
Tier 3: Bronze Partner	< $100 million	$10,000	Unlimited
New Member: Bronze Partner	<$100 million	$10,000	Unlimited

- New tiered pricing structure as of January 1, 2013 based on gross annual oncology revenue

- These fees will be annual vendor participation assessments which will provide the participants with unlimited actor testing at the scheduled Connectathons and domain pre-testing events and may, at a company's discretion, be spread out over four equal quarterly payments

5.2. Late Additions, Withdrawals and Refund Policies

1. After the stated date for close of registration, August 20, 2014 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 Connectathon Manager or Crystal Carter as early as possible to allow them to reorder test plans and schedules.

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 Manager will make reasonable efforts to publish instructions and deadlines for submitting advance testing results. For most IHE-RO profiles, the Connectathon Manager will provide testing software, known as the test tools, for this purpose. The list of profiles with tests will be published by the Connectathon Manager. For any profiles where test software is not provided, the Connectathon Manager will make reasonable efforts to publish Connectathon test specifications early in the process to prepare participants for Connectathon testing requirements.

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, October 6th through Friday, October 10th, 2014. 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 5:00 p.m. CET**.

2. A typical schedule for Connectathon testing is:

☐ Monday 8:30 a.m. - 10:00 a.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. – 5:00 p.m.

☐ Friday 17:00: 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 2014 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 , 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 Supporting Testing for a given profile are also required to assist other participants testing that profile who need a partner. Connectathon Manager 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 Manager will provide participants with a list of such profiles.

8. IHE-RO Connectathon Guidelines

1. The Connectathon Manager and Connectathon Monitors understand 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 domain Connectathon Manager and 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 bhcurran@gmail.com. Do not expect immediate responses to policy or similar questions during the Connectathon.

3. The Connectathon is not the time to suggest changes to the overall test process. Participants should review test plans and propose changes in advance of the Connectathon. If you feel there are issues with the Connectathon process, please see one of the designated contacts first for discussion. 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.

4. As a condition of participation, Participants grant a) Connectathon Management Team a limited license to use their information, data, software and equipment to accomplish testing of the actors and profiles being tested at the Connectathon, and b) other Participants a limited license to use their data 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.

5. Participants will assist other participants during the testing process. Even if you are convinced the problem is with "the other system," the Connectathon Manager will require you to help with testing and some debugging. The Connectathon Manager will assist in determining reasonable efforts.

6. Participants who feel they are unfairly judged or treated have two methods for appeal:

    a) Contact the Connectathon Manager for an initial review.

    b) If you are not satisfied with your first review, you can ask for review by a committee of the Connectathon Management Team. Crystal Carter will be responsible for arranging such a review. Decisions of the committee are in their sole discretion and final.

7. 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.

8. Some Participants register individual systems for multiple profiles and actors. They will not be allowed to occupy a disproportionate share of the time and attention of the Connectathon Management Team at the expense of other Participants.

9. 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.

10. 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.

11. 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.

12. 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.

13. Connectathon Management Team reserves the right to publish new guidelines during the Connectathon.

9. Confidentiality and Nondisclosure Agreement

As a condition of their 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 their signed application/contract:

9.1 Introduction

The Integrating the Healthcare Enterprise - Radiation Oncology ("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 2014 Fall Connectathon testing event to be held October 6th – 10th, 2014, 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 respect all other Participants and their systems and equipment.

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 their employees, directors, officers or agents, relating to the operation of 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 and their employees, directors, officers, and agents from any losses, claims, damages, judgments, fines, and liabilities, including attorneys' fees relating to or arising from or relating to any acts or conduct of the undersigned Participant in 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 for use within the IHE-RO testing 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 lay claim to the information created for the IHE-RO testing and demonstration process 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 intend to 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 or may not, as they choose, use the Participant's name, likeness, or image in their 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 the Connectathon, however they may arise, even if Connectathon Sponsor have been previously advised of the possibility of such damages.

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, please EMAIL agreement with registration form to Crystal Carter at crystalc@astro.org.