

# IHE North America Connectathon 2005

## Application/Contract



**Deadline: October 15, 2004**

This is an application and contract for participation in the IHE North America Connectathon 2005, to be held January 17-21, 2005 at the RSNA headquarters building in Oak Brook, IL. Please review carefully the terms of participation before completing the application.

**1. Company Information:** Provide company information as it should appear in IHE publications and promotional materials.

Company	( )	( )	Telephone	Fax
Address	( )	Telephone Toll Free		
City	State/Province	Zip/Post Code	Country	Website Address

**2. Contact Information:** List the primary contacts to receive information regarding the marketing/administrative and technical aspects of participation.

Marketing/Administrative Contact	Title	( )	Telephone (if different from above)	E-mail Address
Technical Contact	Title	( )	Telephone (if different from above)	E-mail Address

**3. Please provide information for each system you intend to test at the Connectathon.** Referring to table 2.2-1 in vol. I of the appropriate IHE Technical Framework, please create and attach to this application a table that lists each system and indicates which IHE Actor(s) it will incorporate and which Integration Profiles each IHE Actor will support. The table below is provided for illustration purposes; the number of systems tested, and the number of IHE Actors and Integration Profiles supported by each system will vary. Please refer to section 2.c. of the Terms of Participation below for important qualifications.

System/Product	Domain	Actor(s)	Integration Profile(s)

**Calculation of Fees**

Domain fees: Participating in \_\_\_ domains x \$4,000/domain = + \_\_\_\_\_

System fees: Testing \_\_\_ systems x \$4,000/system = + \_\_\_\_\_

**Total** \$ \_\_\_\_\_

## Terms of Participation

The American College of Cardiology, Healthcare Information and Management Systems Society and Radiological Society of North America (“Sponsoring Organizations”) agree to support the IHE testing process with necessary facilities and staff and to publicize the IHE process, events and participants through communications and marketing materials, including ones associated with their respective annual meetings. By submitting this application/contract, the participating organization (“Participating Organization”) agrees to adhere to the following rules of participation:

### 1. General

- a. Participating Organization will take direction from the IHE Technical Project Manager and Sponsoring Organization staff as appropriate in the testing process. Any Participating Organization failing to comply with directives from the IHE Technical Project Manager and Sponsoring Organization staff may be excluded from further participation in the IHE testing process, without any refund of fees.
- b. Participating Organization will submit to the judgment of the IHE Review Committee with respect to what constitutes satisfactory testing results. The IHE Review Committee is composed of representatives from the membership and executive staff of the Sponsoring Organizations. Only participants who achieve satisfactory testing results will be included in publications describing the results of the Connectathon.
- c. Participating Organization agrees to promptly correct any violation of the Terms of Participation. Any Participating Organization failing to comply with directives from the IHE Technical Project Manager and Sponsoring Organization staff may be excluded from further participation in the IHE testing process, without any refund of fees.

### 2. Application, Fees and Entitlements

- a. **Application:** Participating Organizations must submit this application and contract form by October 15, 2004. The application must include:
  - Indication of the number of systems to be tested at the IHE Connectathon and the composition (IHE Actors and Integration Profiles) of each system.
  - A nonrefundable down payment of 50% of the total fee, required at the time of application.
  - Names and contact information of technical and marketing representatives. These representatives will be responsible for establishing communication with all parties within the Participating Organization needing to be informed about IHE deadlines, events, policies and other key information.
  - The IHE Software Registration Form available via the Web at [www.rsna.org/IHE/participation/](http://www.rsna.org/IHE/participation/).
- b. **Fees:** The 2005 Connectathon registration fees will be determined by the number of systems a Participating Organization plans to test and the number of domains in which these systems participate. The rate for these fees will be \$4,000 per system to be tested, plus \$4,000 per domain participated in. Thus, a fee of \$8,000 entitles a Participating Organization to test one system comprising one or more IHE Actors performing appropriate Integration Profile(s) in a single IHE Domain. (The terms “IHE Actors,” “Integration Profiles,” and “IHE Domain” are defined in vol. I of each IHE Technical Framework.)
  - For the purposes of testing and determining Connectathon registration fees, to participate in a domain means to test a system implementing the transactions, actors and integration profiles defined by the Technical Framework documents specific to that domain. An exception is made for enterprise-level systems implementing the Order Filler actor, which plays a role in integration profiles in multiple IHE domains. Participating Organizations testing a system incorporating the Order Filler will only be assessed a single domain fee for that system.
  - The IHE Review Committee, reserves the right to refuse participation to systems containing combinations of Actors it deems to be inappropriate or not reflective of practical systems architecture. The IHE Review Committee will make this determination in consultation with the Project Management Team. Participating Organizations may be asked to revise their applications to limit the number and type of IHE Actors included in a single system and to separate proposed IHE Actors into multiple systems.
  - 50% of the total fee is due at the time of application (October 15, 2004).
  - The remaining 50% of the total fee is due prior to the Connectathon, on January 10, 2005. Any participant failing to remit the final payment at that time will not be permitted to participate in the Connectathon.
- c. **Entitlements:**
  - **Testing and Connectathon:** The testing process leading up to and including the Connectathon offers Participating Organizations a unique opportunity to test IHE integration capabilities implemented in their systems and to publicize their success in implementing these capabilities.
    - MESA test tools will be made available to participants in the 2005 Connectathon testing process for preliminary testing in advance of the 2005 Connectathon. Only participants will be granted access to these test tools. Participating Organizations are forbidden from sharing these tools with outside parties unless and until such tools are released into the public domain by the Sponsoring Organizations.
    - The Connectathon event, January 17-21, 2005, will afford opportunities for supervised testing among complementary healthcare information and imaging systems. The testing will be structured by a detailed test plan developed by the IHE Technical Project Manager.
    - The results of successful testing will be recorded and made public by the Sponsoring Organizations following the event.
  - **Exhibition and Promotional Effort:** Each participating company will be listed in materials describing successful testing at the 2005 Connectathon. This information will be provided to attendees of the 2005 annual meetings of each Sponsoring Organization via printed documents, signage, multimedia presentations and the Internet.
    - Some of these materials will remain available throughout the 2005 calendar year (approximately) and will be distributed at gatherings sponsored by other relevant medical professional associations.
    - Relevant details (as determined by the IHE Review Committee) of each company’s successful participation, including all IHE Actors and Integration profiles successfully tested, will be highlighted in these educational and promotional materials.
    - At the ACC, HIMSS and RSNA meetings, these materials will be distributed at points of high visibility and discussed in informational presentations.
    - All marketing materials of participating companies referring to IHE or incorporating IHE logos require prior review and approval by the Sponsoring Organizations.

### 3. Participant Requirements

- a. Participating Organizations are required to have at least one technical representative for each system to be included in the testing process participate in the IHE Participant Conference the October 27-28, 2004.

- b. For systems that implement DICOM standards, Participating Organizations are required to submit DICOM Conformance Statements to the IHE Technical Project Manager by October 15, 2004. The process for submitting the documents is described at the Project Manager Web Page (a private page for IHE participants). While the Project Manager will not redistribute these documents, participants are free to distribute their own documents to other participants to further facilitate cross-vendor testing. A vendor must submit a DICOM Conformance Statement for each system that includes one or more IHE Actors performing DICOM transactions.
- c. Participating Organizations are required to submit success logs for each IHE actor to be tested, using the MESA test tools provided by the Technical Project Manager, to verify that their software supports the transactions defined by IHE. These data will be generated during trials conducted by the prospective participant using the IHE Test Simulators, Test Plan and Test Data Set. They must be submitted no later than December 15, 2004. Failure to submit these data may disqualify a Participating Organization from participating in the 2005 Connectathon. There will be no refund of the IHE registration fee to organizations thus disqualified.
- d. Participating Organizations are required to submit software problem reports regarding the MESA Test tools, Test Plan, and Data Set according to a process established by the Technical Project Manager.
- e. IHE 2005 Connectathon Participating Organizations are required to attend the Connectathon January 17-21, 2005 and are required to:
  - o Ship equipment to and return it from the Connectathon site (RSNA Headquarters; Oak Brook, IL) at the Participating Organization's own expense.
  - o Send at least one technical representative to the Connectathon for each system they have applied to test.
  - o Have software applications configured and operational by Monday, January 17 at 12:00 pm. At that time participants will be expected to start testing by sending appropriate messages to other participants systems as designated by the Technical Project Manager.
  - o Agree not to disclose information learned at the Connectathon regarding other participants' applications and test results as described in the Nondisclosure Agreement below.
  - o Successfully demonstrate interoperability with designated partners in a number of test configurations determined by the IHE Technical Project Manager prior to the conclusion of the Connectathon.
  - o Successfully complete any additional interoperability testing the IHE Technical Project Manager and IHE Review Committee deem necessary.
- f. Participants failing, in the judgment of the IHE Review Committee, to successfully demonstrate interoperability using the MESA test tools, in face-to-face testing at the 2005 Connectathon, and in any additional interoperability testing deemed necessary will not be included in listings of successful 2005 Connectathon participants. There will be no refund of the IHE Connectathon fees to organizations thus disqualified.
- g. Final confirmation of IHE participation and payment of the final installment of the IHE registration fee are due prior to the Connectathon, on January 10, 2005. Final confirmation of participation indicates approval to be listed as an IHE participant in all relevant IHE documents and communications published by the Sponsoring Organizations in 2005.

#### 4. Nondisclosure Agreement

The Integrating the Healthcare Enterprise ("IHE") initiative has the goal of stimulating integration of information and imaging systems used in the delivery of healthcare. IHE develops guidelines and supports a testing process and other activities to encourage the implementation of standards to enable communication among such systems.

- a. In order to encourage the exchange of information among participants necessary to the testing process (including the Connectathon testing event to be held January 17-21, 2005) it is important that both the Sponsoring Organizations and each Participating Organization be protected against improper disclosure of technical or commercial information by any other Participating Organization. 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 Participating Organization thus agrees to keep confidential and forbear from using for any commercial purposes any information obtained from other participants in the course of the testing process. The Participating Organization further agrees to respect all other participating organizations and their systems and equipment.

The undersigned Participating Organization shall not be obligated to keep information secret and in confidence if it can show that such information:

- o Appears in printed publications distributed by the Sponsoring Organizations in the public domain;
- o was public knowledge at the time of its receipt;
- o became public knowledge after its receipt without breach of this agreement by the undersigned Participating Organization;
- o was rightfully disclosed to the Participating Organization by a third party without an obligation of confidentiality;
- o is provably independently developed by the undersigned Participating Organization's personnel without access to the confidential information;
- o is required to be disclosed pursuant to a legal, judicial or administrative proceeding or by law; or
- o is approved for release by the prior written authorization of all other organizations in question.
- b. The Sponsoring Organizations agree to take reasonable steps to provide a work atmosphere conducive to a successful testing process, including discouraging the improper disclosure and use of information by Participating Organizations. In consideration of being permitted by the Sponsoring Organizations to participate in the IHE testing process, the undersigned Participating Organization agrees to hold the Sponsoring Organizations harmless from any judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees incurred by them in connection with the defense of any lawsuit or other claim which involves conduct of the undersigned Participating Organization constituting a breach of the nondisclosure and nonuse obligations described in the preceding paragraphs.
- c. Supporting information and documents developed by the Sponsoring Organizations for use within the IHE testing process, including but not limited to specifications, test data and marketing materials are the copyrighted property of IHE and its Sponsoring Organizations. In the spirit of collaboration and in keeping with copyright law, no Participating Organization may lay claim to the information created for the IHE testing and demonstration process without written consent from the Sponsoring Organizations. After software, technical information or documentation is formally released into the public domain by the Sponsoring Organizations in order to further the purposes of the IHE initiative, the foregoing restrictions on disclosure or use will no longer apply to any software and/or technical information or documentation that is so released.
- d. For the purposes of sharing information with their membership and the public and promoting the IHE initiative, the Sponsoring Organizations intend to acquire and reproduce representative images of systems being tested by Participating Organizations at the Connectathon. Any such images acquired may potentially be used in printed publications, Web pages and multimedia presentations promoting the IHE initiative. Such images will not be used by the Sponsoring Organizations for any other purpose.

