



HIMSS19 Interoperability Showcase Agreement
 February 11-15, 2019
 Orange County Convention Center – Orlando, FL

Please return signed copy with payment to HIMSS and retain a copy for your records.
Please make checks payable to HIMSS, 6923 Eagle Way, Chicago, IL 60678-1692.
Applications with credit card payments may be faxed to 312-915-9209, Attn: Finance.
HIMSS Federal Tax ID# is 36-3906745. The terms and conditions on each page of this document and all rules and regulations as outlined in the exhibitor service kit, to follow, are an integral and binding part of this agreement.

Please list the Company ("Participant") name and address as it should appear in HIMSS materials. The listed contact will receive all communications related to the Showcase. Please notify HIMSS should any of this information change.

Primary Contact Person (logistics)		
Title		
Company		
Address		
City		
State	Zip Code	Country
Phone	Fax	
Email Address	Web Address	

Accounts Payable Contact Person		
Title		
Phone	Fax	
Email Address		

Source:

DEPOSIT AND PAYMENT REQUIREMENTS:

- For contracts signed between March 9, 2018 and September 6, 2018, a deposit of 50% total participation fee is required with signed contract, with 100% of total participation fee due on September 7, 2018.
- For contracts signed on or after September 7, 2018, 100% of total participation fee is required with signed contract.

HIMSS19 Interoperability Showcase™ Participant Type

Check all that apply	Discounted	Non-Discounted
<input type="checkbox"/> Premier Sponsor	\$54,000	\$60,000
<input type="checkbox"/> Connected Demonstration	\$10,350	\$11,500
<input type="checkbox"/> Connected + Marketplace	\$15,300	\$17,000
<input type="checkbox"/> Marketplace Only	\$6,700	\$7,500
<input type="checkbox"/> Additional system (fee per system)	\$4,950	\$5,500

Applicable HIMSS19 Interoperability Showcase™ Discount

Receive discounted rate by checking any of the applicable activities listed below:

- HIMSS Innovation & Conference Center Collaborator
- ConCert by HIMSS™ Certified Product
- HIMSS Corporate member
- HIMSS Non-profit member
- IHE Global Connectathon Participant within previous 12 months

Total _____

AUTHORIZING SIGNATURES

We have read, understand and accept the terms and conditions outlined on the second page of this document and agree to abide by all requirements, restrictions, and obligations outlined in the Contract Terms and Conditions on the next page that are incorporated herein. Upon acceptance by HIMSS, the terms of this agreement are binding.

Authorized Signatory for Participant

 Print Name & Title

 Signature

 Date

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

Authorized Signature for HIMSS – HIMSS Office Use Only

METHOD OF PAYMENT: Purchase orders are not an accepted form of payment.

- Pay by wire or check made payable to HIMSS
- Pay by credit card by logging in to MYS portal
- Pay by credit card using **HIMSS Credit Card Authorization Form** and faxed back to HIMSS secure fax line at 312-915-9209

Wire/ACH Transfer:

Bank Name: JP Morgan Chase Bank
 Address: 10 S. Dearborn, Chicago, IL 60603
 Swift Code: CHASUS33
 ABA #: 021000021 – (WIRES) & 071000013 – (ACH)
 Account Number: 5300097217
 Account Name: Healthcare Information Management Systems Society
 Fed. Tax ID: 36-3906745

Sign up early for the HIMSS Interoperability Showcase and receive additional benefits

Early Bird Deadline – June 1, 2018

Benefits:

- Early access to this year's use case categories
 - Sign before June 1 and have the first opportunity to select a use case before they are posted publicly.
 - Please note that this benefit is on a first-come, first-serve basis and is also prioritized by company response. The sooner you sign up and select your use case, the more options you will have.
- Priority Selection of showcase theater session time (For Premier level Participants)
- Early web distribution of your whitepaper, success story or blog
 - Sign before June 1 and have the opportunity to guest blog on the HIMSS Blog, or post an approved whitepaper during Fall 2018.
- Earn 15 additional Exhibitor Priority Points

GL Code (HIMSS use only): 401300-1038

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Benefits of Sponsorship

Connected Level Participation

- Distribution of 1 success story or white paper
- HIMSS official hashtag for interoperability: #EmpowerHIT
- Inclusion in on-site attendee print and electronic materials*
- Invitation to author interoperability blog on HIMSS Blog
- Log of attendee visitors to the HIMSS19 Interoperability Showcase – list includes name, title, organization, professional title, worksite, city and state (not guaranteed that every visitor will be captured)
- On-site signage recognition
- Access to press release template
- Promotion on HIMSS19 website, Interoperability exhibit website and himss.org
- Recognition in a variety of media interviews, news items and journal articles
- One (1) shared demonstration area with custom graphics - just bring your equipment
- On-site amenities include: 32” monitor, internet, electric, carpet, chair, and laptop stand
- VIP tours with government agencies and executive stakeholders
- 4 exhibitor/client badges (you determine the mix)
- 1 full conference badge

Premier Level Participation

In addition to Connected Level participation, the following benefits are exclusive for Premier sponsors:

- Co-sponsorship of networking events hosted within Interoperability Showcase exhibit space
- Demonstrate up to 6 systems
 - If organization chooses to place all systems in one demonstration, they must have two other systems join them from other companies. Must be contracted before August 30, 2018.
- Premier levels are invited to include partners at the cost of an additional system* Partners must complete a separate contract, and must be first time participants in the Interoperability Showcase
- Present to HIMSS conference attendees a one hour education session on interoperability topic of choice and speaker of choice in the Interoperability Showcase Theater. HIMSS will market education in onsite program with prominent organization branding (limited availability).
- Host client VIP Interoperability Showcase Tour
- List of scanned attendees with contact information to the HIMSS19 Interoperability Showcase (not guaranteed that every visitor will be captured)
- Marketplace Meeting Place or kiosk (select one)
 - Exhibiting Kiosk:
 - Countertop with lockable storage
 - 24” monitor (participating company will need to bring a laptop to hook into the monitor)
 - Bar Stools – 2
 - Electrical (15amps)
 - Shared Internet connection (hard wire internet line)
 - Graphic panel
 - Meeting Room Benefits:
 - Closed door meeting room
 - Electrical (15amps)
 - Shared Internet connection (hard wire internet line)
 - A table with 4 chairs
- On-site video interview; utilized by HIMSS for future marketing (continued)

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- 14 exhibitor/client badges (you determine the mix)
- 6 full conference badges

*If contract signed and returned to HIMSS no later than December 1, 2018

Connected/Premier Sponsorship Additional System \$5,500

Demonstrate In Multiple Use Cases or With Different Solutions

- 2 exhibitor/client badges (you determine the mix)

Marketplace Level Only Participation

A variety of interoperable vendor solutions kiosks

- Exhibiting Kiosk include:
 - Countertop with lockable storage
 - 24" monitor (participating company will need to bring a laptop to hook into the monitor)
 - 2 Bar Stools
 - Electrical (15amps) with 4 outlets
 - Shared Internet connection (hard wire internet line)
 - Graphic panel
- 2 exhibitor/client badges (you determine the mix)
- Inclusion in on-site attendee print and electronic materials*

Minimum Requirements to participate in the Interoperability Showcase:

- All participants must use an interoperability standard to exchange information (such as a HL7 Profile, IHE Profile**, DICOM, IEEE, Continua, etc.).
- All Connected and Premier level participants must attend a 2 day face to face in Cleveland, OH in January to ensure that demonstrations are sound and to identify any concerns. (Travel, Hotel and Registration Required)
- All Connected and Premier Participants are required to participate in weekly planning calls.
- Attendance at set up for 2 days prior to HIMSS19 conference (9am-5pm) and during all exhibit hours.

* If contract signed and returned to HIMSS no later than December 1, 2018.

** If you are demonstrating an IHE profile you must register, attend and successfully pass the [IHE Connectathon](#) (separate fee required).

Initial: _____

TERMS AND CONDITIONS

CANCELLATIONS: Sponsor must notify HIMSS of its intent to cancel this agreement in writing through an authorized company representative. Cancellations received on or before September 6, 2018, will be charged a fee equal to 50% of the total cost of the sponsorship. Cancellations received on or after September 7, 2018 will be charged a fee equal to 100% of the total cost of the sponsorship. In the event Sponsor cancels this agreement, HIMSS reserves the right to withhold delivery of its obligations under Sponsor's other Event-related agreements, including, without limitation: 1) to cancel Sponsor's ordered advertisements in the Event guide or the Event daily newspaper; 2) to cancel Sponsor's reserved hospitality space; 3) to cancel Sponsor's reserved hotel sleeping room blocks in conference hotels; 4) to cancel all other sponsorship opportunity agreements entered into by Sponsor related to the Event. Cancellation of contracted space may also result in immediate forfeiture of all of Sponsor's associated exhibitor points and Event badge allotment.

SPACE REDUCTIONS: HIMSS may, but is not required to, grant Sponsor requests to reduce size of contracted space in its sole discretion. In the event HIMSS grants Sponsor's request to reduce contracted space size, HIMSS may relocate Sponsor's contracted space in its sole discretion. HIMSS will also adjust downward the following: 1) Sponsor's exhibitor points, 2) Sponsor's hotel sleeping room blocks, and 3) Sponsor's Event badge allotment, where applicable. In the event HIMSS grants a request to reduce contracted space size, Sponsor will be obligated to pay 50% of total fees for released space when HIMSS receives such request on or before September 6, 2018; or 100% of total fees for released space when HIMSS receives such request after September 7, 2018.

SUBLETTING AND TRANSFERS: Sponsor may not assign, sublet, or share its contracted space with another business or firm without prior written approval from HIMSS which may be granted in HIMSS' sole discretion. In the event that HIMSS grants Sponsor's request to transfer its contracted space, in whole or in part, to another company; Sponsor shall be subject to the space reduction and/or cancellation policies.

FINANCIAL TERMS AND CONDITIONS: Sponsor agrees to pay all deposits and fees pursuant to the posted pricing schedule. HIMSS reserves the right, in its sole discretion, to release and reassign sponsorship opportunities, including contracted space and/or sponsorship, where Sponsor fails to remit all deposits and fees pursuant to the posted pricing schedule. Sponsors that receive discounts for Corporate Membership or Organizational Affiliate status must remain in good standing with such status, as applicable, through the duration of the Event or Sponsor will immediately forfeit the discount and HIMSS will invoice Sponsor for the balance of the regular rate applicable at the time of space reservation, which shall be immediately due and payable. HIMSS reserves the right to withhold delivery of its obligations under this agreement, including, without limitation, to refuse Sponsor's exhibit freight, withdraw Sponsor's Event badge allotment, withhold contracted space and/or sponsorship materials until Sponsor remits payment in full, all outstanding amounts due under this agreement and all other sponsorship agreements Sponsor may enter into with HIMSS relating to the Event. HIMSS reserves the right to impose a penalty fee of 5% of total fees due (or such other maximum amount as permitted by law) for late payments. Sponsor's failure to remit payment in full for fees prior to the start of the Event will result in Sponsor's forfeiture of all deposits and fees previously paid to HIMSS for the Event.

ELIGIBILITY: The Event exhibition is intended to demonstrate products and services for information and management systems professionals in healthcare. HIMSS shall determine Sponsor's eligibility to participate in the exhibition in its sole discretion. HIMSS may refuse rental of exhibit space to Sponsor, or remove Sponsor from the Event exhibition hall, if, in the sole opinion of HIMSS, Sponsor's display of goods or services is not compatible with the character and objectives of the exhibition. In the event HIMSS does not accept this application, HIMSS will return all paid space rental fees or deposits to Sponsor. In the event HIMSS accepts this application but later removes a company from the exhibition due to its discovery that Sponsor is not eligible to exhibit pursuant to this section, Sponsor's prepaid space rental fees and deposits will be forfeited.

EVENT RULES: Sponsor must contract exhibit space in the Event exhibition hall in order to host functions in conjunction with the Event outside of posted conference hours. Sponsor must comply with all conditions, rules and regulations imposed by the Event venue and its management. Sponsor must comply with all rules outlined in the HIMSS Event Service Manual, which is available on the Event web site. Circulars/advertising matter of any description may be used or distributed only within the space assigned to the Sponsor presenting such material. Only media and literature published or approved by Event management may be distributed at the registration desk, in the registration area, in the meeting rooms, in the exposition areas, in public areas or in transportation

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under lease to HIMSS. No photography or videography is allowed by any photographer other than the designated Event photographer without prior written approval from HIMSS. The violation of any of these rules is grounds for downward adjustment or loss of Sponsor's exhibitor points, and/or dismissal from exhibition hall and/or the Event with forfeiture of all associated monies.

EXHIBITION SPONSOR RULES: Sponsors contracting exhibition space under this agreement ("Exhibition Sponsor") expressly agrees to comply with assigned move-in and installation days and hours as specified in the Event Service Manual; and agrees that its exhibit may not be removed from the exhibit hall until the official closing of the Event. Exhibition Sponsor is permitted to conduct business only within the confines of its contracted exhibit space. Exhibition Sponsor expressly agree to comply with all rules and regulations as outlined in the Event Service Manual and all directions from Event staff. Only authorized representatives of Exhibition Sponsor are permitted to display or demonstrate any products, processes, or services, to solicit orders, to wear identification of Exhibition Sponsor's company or organization, or to distribute advertising or other materials at the exhibition. Exhibit Sponsor must show goods or services manufactured or dealt in by Exhibit Sponsor in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an Exhibit Sponsor's display, identification of such article shall be limited to the usual and regular nameplates imprint, or trademark under which same is sold in the general course of business. Exhibit Sponsor may use audio and visual equipment will be permitted, where appropriate to the display; however, sound must be maintained at not more than a level of 75 decibels. HIMSS reserves the right to restrict Exhibitors' use of sound and other devices which exceed 75 decibels and interferes with the best interests of the exhibition as a whole. Exhibit Sponsor may not enter the exhibit space of other Exhibit Sponsors without invitation; nor may Exhibit Sponsor call or invite a visitor out of one exhibit and into its own. Use of noisemakers, promotions and presentations that may be judged by HIMSS, in its sole discretion, as not in good taste, lacking in dignity, or not in keeping with the purpose of HIMSS are prohibited. Sponsor is wholly liable for all damage caused whether directly by Sponsor, or by Sponsor's agents, to building floors, walls, or columns, or to standard booth equipment, or to other Sponsor's property. Sponsor may not mark, tack, make holes, and apply paint, lacquer, adhesives, or other coating to building columns, walls, ceilings, floors or to standard booth equipment. Sponsor will be wholly responsible for labor charges incurred in connection with the assembly, draping, repairs, and dismantling of contracted exhibit booth(s). All construction material must conform to standard safety practices. All display materials, including table, back drapes, textile, paper displays, and decorations, must be fire resistant or flame proof. Combustible decorations are prohibited all times. Sponsor must remove all packaging containers and materials from the Event exhibition hall and/or other contracted space and may not be stored under tables or behind displays. Sponsor must maintain all aisles, corridors, exit areas, and stairways in and around Sponsor's contracted space at their required width at all times during the Event. Obstructions protruding into the aisles of the exhibition or in other areas of contracted space are prohibited. Photography or videography of another company's exhibit is strictly prohibited. Sponsor acknowledges and agrees that it is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in the Event. Compliance with all such laws is mandatory and is the sole responsibility of Sponsor. The violation of any of these rules is grounds for downward adjustment or loss of 1) Sponsor's exhibitor points, 2) Sponsor's hotel sleeping room blocks, 3) Sponsor's Event badge allotment; where applicable, and/or dismissal from exhibition hall and/or the Event with forfeiture of all associated monies.

SPECIAL PARTICIPATION RULES: Where applicable for specialty pavilions, showcases, and other specialized participation areas of the Event, Sponsor must adhere to all posted participation requirements outlined in the HIMSS Event Service Manual. For testing and exhibition demonstrations, Sponsor agrees to ensure the timely arrival of its designated speaker(s), and to take direction from Event technical project management and Event staff as necessary in order to successfully execute the testing and exhibition demonstration. Sponsor's failure to ensure timely arrival of its speaker(s); and/or, in the reasonable judgment of HIMSS, to promptly correct violations or to comply with directives from Event technical project management and Event staff, will result in HIMSS excluding Sponsor from further participation in the testing and/or demonstration process, including demonstration at future HIMSS events, without any refund of fees.

ACCESS TO EVENT; OFFICIAL HOUSING : Each individual representative of Sponsor is required to wear an Event badge for entry into the Event. Only Exhibition Sponsors will be permitted to enter the Event exhibition hall outside of posted hours pursuant to the rules stated in the Event Service Manual. Sponsor's allocated Event badges are not transferable. Event staff will confiscate Sponsor's Event badges that are worn by another individual other than the person to whom the Event badge is issued. Sponsors are required to utilize the official Event housing bureau for all housing accommodations associated with the Event. HIMSS reserves the right to withhold delivery of its obligations under this agreement, including, without limitation, to

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refuse Sponsor's exhibit freight, withdraw Sponsor's Event badge allotment, and withhold contracted space and/or sponsorship materials if Sponsor violates this rule.

INDEMNIFICATION: Sponsor shall defend, indemnify, protect, save, and hold HIMSS and its officers, directors, employees and agents and the venue, and all agents and employees thereof, and Event management and its officers, directors, employees, and agents (hereinafter collectively called "Indemnities") forever harmless from any damages, liabilities, claims, demands, or actions arising out of the actions or inactions of Sponsor, 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 Sponsor. Sponsor 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 Sponsor, its agents, employees, and business invitees which arise from or out of or by reason of said Sponsor's occupancy and use of the facilities, or any part thereof.

SPONSOR INSURANCE: All property of the Sponsor is understood to remain under its custody and control in transit to and from and/or within the confines of the venue. HIMSS, Event management, and the venue do not maintain insurance covering Sponsor's property and will not be responsible for damage to, loss, or theft of property belonging to any Sponsor, its agents, employees, business invitees, visitors or guests. Sponsor shall carry Comprehensive General Liability coverage, including premises, operations, and contractual liability coverage of at least \$1M for Personal Injury Liability and \$1m for Property Damage Liability and statutory Worker's Compensation insurance in full compliance with all federal and state laws and covering all of Sponsor's employees with coverage of at least \$100,000 per injury. Sponsor must provide a Certificate of Insurance to Event management. Sponsor shall carry Comprehensive General Liability coverage, including bodily injury and property damage, fire legal liability, personal and advertising liability, products and completed operations, and contractual liability coverage of at least \$1,000,000 per occurrence/\$2,000,000 General Aggregate. Sponsor's policy must include HIMSS and its subsidiaries, affiliates, officers, directors and employees as additional insureds under ISO form CG2026. Certificate and endorsements must state that the General Liability Insurance is primary and will not seek contribution from any insurance available to the additional insureds. Statutory Workers Compensation in full compliance with all federal and state laws covering all of the Sponsor's employees with Employers Liability (Coverage B) limits of not less than \$500,000/\$500,000/\$500,000. Workers Compensation must include a waiver of rights to recover against additional insureds listed on the certificate. Automobile liability should include all owned, non-owned, and hired vehicles with limits of \$1,000,000 per accident.

FORCE MAJEURE: In the event that the performance by HIMSS or the venue 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 HIMSS has no control, or should HIMSS 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, exhibition time, or move-out time, HIMSS shall not be liable to refund, indemnify, or reimburse the Exhibitor in respect of any fees paid, damage or loss, direct or indirect, arising as a result thereof.

INTELLECTUAL PROPERTY: Sponsor 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 HIMSS may obtain or any other laws and restrictions with respect to the use or performance of music. Sponsor further represents and warrants that it shall obtain any additional license or grant of authority required of Sponsor under the copyright laws and present HIMSS with a copy of such license or grant no less than thirty (30) days prior to the start of the Event.

COMPLAINTS: Complaints of any violation of these Terms and Conditions are to be made promptly to HIMSS and its representatives. Sponsor and its representatives agree to abide by the decisions of HIMSS.

ACCEPTABLE CONDUCT: Sponsors are expected to behave responsibly and to treat each other - and treat the community - with respect, kindness, and compassion. HIMSS reserves the right, without refund, to revoke the credentials of participants whose conduct is deemed inappropriate, disorderly, or offensive by HIMSS, show management, venue management or local authorities.

Initial: _____

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

LAWS 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 Illinois and shall be governed in accordance with the laws of the State of Illinois. This application does not represent a joint venture between HIMSS and the Sponsor; 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 HIMSS.

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