



HIMSS18 Interoperability Showcase Agreement

March 5-9, 2018

Sands Convention Center – Las Vegas, NV

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		

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 [HIMSS18 Exhibitor portal](#)
- Pay by credit card using the **HIMSS Credit Card Authorization Form** and fax it back to the HIMSS secure fax line at 312-915-9209

Source:

DEPOSIT AND PAYMENT REQUIREMENTS:

- For contracts signed between February 1, 2017 and September 8, 2017, a deposit of 50% total participation fee is required with signed contract, with 100% of total participation fee due on September 9, 2017.
- For contracts signed on or after September 9, 2017, 100% of total participation fee is required with signed contract.

HIMSS18 Interoperability Showcase™ Participant Type

Check all that apply

- Premier Sponsor \$ 60,000
- Connected Demonstration \$ 11,500
- Marketplace \$ 5,500
- Additional system (fee per system) \$ 5,500
- Discovery Center \$ 3,850

Applicable HIMSS18 Interoperability Showcase™ Discount

Receive a 10% discount by checking any of the applicable activities listed below:

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

Total _____

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 HIMSS18 Interoperability Showcase – list includes name, title, organization, professional title, worksite, city and state (not guaranteed that every visitor will be captured)
- Live broadcast tours with social media tools
- On-site signage recognition
- Access to press release template
- Promotion on HIMSS18 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
- List of scanned attendees with contact information to the HIMSS18 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
- Theater presentation in Education Theater
- 14 exhibitor/client badges (you determine the mix)
- 6 full conference badges

*If contract signed and returned to HIMSS no later than December 20, 2017
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Connected/Premier Sponsorship Additional System \$5,500

Demonstrate In Multiple Use Cases or With Different Solutions

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)
- Shared Internet connection (hard wire internet line)
- Graphic panel
- 2 exhibitor/client badges (you determine the mix)

Discovery Center Participation

- 3 hour scheduled time block, including a promoted 30 minute demonstration presentation session during exhibit hours
- Use of tabletop exhibit space with limited seating during assigned time to include: electrical, internet, and mounted monitor with HDMI output (laptop and cables not included)
- Inclusion in on-site attendee print and electronic materials*
- Distribution of one (1) success story or white paper
- Invitation to author interoperability blog on HIMSS Blog
- Log of attendee visitors to the HIMSS18 Interoperability Showcase – list to include: name, title, organization, professional title, worksite, city and state (not guaranteed that every visitor will be captured)
- Access to press release template
- Promotion on HIMSS18 website, Interoperability exhibit website and himss.org
- 2 exhibitor/client badges (you determine the mix)

Minimum Requirements to participate in the Interoperability Showcase:

- You must use an interoperability standard to exchange information (such as a HL7 Profile, IHE Profile**, DICOM, IEEE, Continua, etc.).
- All 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)
- Participation on a weekly call to plan your demonstration.
- Attendance at set up for 2 days prior to HIMSS18 conference (9am-5pm) and during all exhibit hours.

* If contract signed and returned to HIMSS no later than December 20, 2017

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

TERMS AND CONDITIONS FOR HIMSS18 INTEROPERABILITY SHOWCASE AGREEMENT

PAYMENT TERMS: For contracts signed between February 1, 2017 and September 8, 2017, a deposit of 50% total sponsorship fee is required with signed contract, with 100% of total sponsorship fee due on September 9, 2017. For contracts signed on or after September 9, 2017, 100% of total sponsorship fee is required with signed contract. **CANCELLATION POLICY:** All cancellations must be received in writing on company letterhead and signed by an official company representative. Companies canceling on or before September 8, 2017 will be required to pay their 50% non-refundable deposit. Participants canceling on or after September 9, 2017 will be required to pay 100% of the contracted price. Any outstanding amount not received for cancellation from the Participants will be applied to sponsorship and/or exhibit space fees for future conferences. Payments sent to HIMSS for sponsorship fees will first be applied to any outstanding balances owed to HIMSS for previous exhibit and/or sponsorship activities, or any other amount owed to HIMSS or its affiliated organizations. Participants with outstanding balances due at the time of HIMSS Annual Conference may be refused acceptance of exhibit freight, loss of all allocated conference badges, loss of exhibit space and forfeiture of all monies paid, in HIMSS sole discretion. **PARTICIPANTS:** Participants are required to adhere to the participant expectations document, attend planning webinars and adhere to participant requirement details found at www.interoperabilityshowcase.org and the Interoperability Showcase extranet. Participants will take direction from their Technical Project Manager and staff members as necessary in order to successfully execute the testing and exhibition demonstration. Participants failing, in the judgment of HIMSS staff, to promptly correct violations or failing to comply with directives from HIMSS staff will be excluded from further participation in the demonstration process, without any refund of fees. **COMPLAINTS:** Complaints of any violation of the contract terms and conditions are to be made promptly in writing to HIMSS. **COMPLIANCE WITH SHOW RULES:** Participants shall comply with all conditions imposed by the Sands Convention Center, Las Vegas, NV in its contract with HIMSS and with the rules and regulations of the Facility. Participants are required to comply with all rules outlined in the Exhibit Service Manual which can be found on the exhibition web site. Participants are liable for any damage caused, directly by Participant or Participant's agents, to building floors, walls, or columns, or to standard booth equipment, or to other Participants' property. Participants may not mark, tack, make holes, and apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment. Participants will be responsible for labor charges incurred in connection with the assembly, draping, repairs, and dismantling of their 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. No combustible decorations may be used at any time. All packaging containers and materials are to be removed from the floor and may not be stored under tables or behind displays. All aisles, corridors, exit areas, and stairways must be maintained at their required width at all times that the exhibition is open. No obstructions will be allowed to protrude into the aisles. Photography or videography of another company's exhibit is strictly prohibited. Participants are charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in this exhibition. Compliance with all such laws is mandatory for all Participants and the sole responsibility is that of the Participant. The violation of any of these rules is grounds for dismissal from the exhibit hall and forfeiture of all associated monies. **PARTICIPANT REGISTRATION, HOUSING, INFORMATION, AND ACCESS:** Badges will be required for entry into the show at all times. Badges are not transferable and will be confiscated if worn by other than the person to whom issued. Participants MUST utilize the official housing bureau, onPeak, for all housing accommodations associated with the conference and exhibition; failure to do so will result in the refusal of exhibit freight, loss of all complimentary allocated conference badges, loss of exhibit space and/or sponsorship benefits and forfeiture of all monies paid. **INDEMNIFICATION:** Participant 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 Show 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 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) 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 Participants. Participants 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 Participant, its agents, employees, and business invitees which arise from or out of or by reason of said Participants occupancy and use of the facilities, or any part thereof. **PARTICIPANT INSURANCE:** All property of the Participant is understood to remain under its custody and control in transit to and from and/or within the confines of the venue. HIMSS, show management, and the venue do not maintain insurance covering Participant's property and will not be responsible for damage to, loss, or theft of property belonging to any Participant, their agents, employees, business invitees, visitors or guests. Participant shall carry Comprehensive General Liability coverage, including premises, operations, and

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contractual liability coverage of at least \$500,000 for Personal Injury Liability and \$500,000 for Property Damage Liability and statutory Worker's Compensation insurance in full compliance with all federal and state laws and covering all of Participant's employees with coverage of at least \$100,000 per injury. Certificates of insurance shall be furnished if requested by show management. **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, show time, or move-out time, HIMSS 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 HIMSS may obtain or any other laws and restrictions with respect to the use or performance of music. Participants further represents and warrants that it shall obtain any additional license or grant of authority required of Participants 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 exposition. **CONDUCT OF PARTICIPANTS:** Participants shall be required to conduct all business within the confines of their sponsored space and to comply with all rules and regulations as outlined in the Exhibitor Service Manual. Only authorized representatives of companies and organizations which have contracted with HIMSS for sponsored space are permitted to display or demonstrate any products, processes, or services, to solicit orders, to wear identification of their company or organization, or to distribute advertising or other materials at the exhibition. Any violations of this regulation will result in prompt removal of the offending person from the Facility. Use of noisemakers, promotions and presentations that may be judged not in good taste, lacking in dignity, or not in keeping with the purpose of HIMSS are prohibited. **AMENDMENTS:** Any and all matters not specifically covered herein and in the Exhibitor 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 Participants. Each Participant, 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 the Terms and Conditions is grounds for dismissal from the show 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 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 HIMSS. **CONTRACT ACCEPTANCE:** This HIMSS18 Interoperability Showcase Agreement is not fully executed until accepted by HIMSS. Receipt of deposits or other funds does not constitute acceptance.

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