



KUJIP01CPSDD

Integrating
the Healthcare
Enterprise

IHE-Europe 2017 Connectathon Registration Application / Contract

1) Informational

This is an application and contract for participation in the IHE-Europe Connectathon 2017 to be held in Venice, Italy April 3-7th 2017. Please review carefully the terms of participation before completing the application.

Company Information

Enter information about the company ("Participant") applying to test its system(s) at the Connectathon as it will appear in IHE publications and promotional materials. Please review the list for accuracy and, if necessary, use the online registration system to modify your entry and generate a revised application/contract via the online registration tool.

Company Name : Vysočina Region, Czech Republic

Address : Žižkova 57

City : Jihlava

State :

Zip : 587 33

Country : Czech Republic

URL : <http://www.kr-vysocina.cz/>

Int. Stat. URL :

System Information

Please provide information for each system Participant intends to test at the Connectathon: The appendix A of this contract includes information that Participant has entered into the online registration system to describe the systems registered for the IHE-Europe 2017 Connectathon. Please review the list for accuracy and, if necessary, use the online registration system to modify your entry and generate a revised application/contract. The number of systems tested, and the number of IHE Integration Profile/Actor combinations ("Profile/Actors") supported by each system will vary. Please refer to the Terms of Participation below for important qualifications.

2) Agreement

The AGREEMENT is entered into on 29 March 2017 (the "Effective Date")

BETWEEN

IHE-Europe – Integrating the Healthcare Enterprise Europe aisbl, a private not-for-profit organization duly incorporated and existing under the laws of the Kingdom of Belgium and having its registered office at 80 Boulevard Reyers, 1030 Brussels, Belgium (hereafter referred to as ORGANIZER or IHE-EUROPE)

AND

Vysočina Region, Czech Republic a private company/organization duly incorporated and existing under the laws of Czech Republic and having its registered office at Jihlava (hereafter referred to as PARTICIPANT)

WHEREAS:

A. IHE-Europe is organizing and will host a testing process culminating in a face-to-face interoperability testing event ("Connectathon") to be held April 3-7th, 2017 in Venice, Italy.

B. Participant has expressed its will to participate to the Connectathon, under the terms and conditions set forth in this Agreement.

3) Outline of the testing process/Scope

1) The IHE-Europe Connectathon is an event to test the interoperability of products, prototypes and other similar software

- 2) The purpose of the testing process and of the Connectathon is to test implementation of selected IHE Integration Profiles in the Participant' system.
- 3) Successful completion (e.g. passing of all required testing sessions) of the Connectathon is also a pre-requisite for participation in the IHE demonstrations in Europe. The Connectathon will also host the EFA Projectathon in order to test EFA Profiles based on IHE Profiles.
- 4) The IHE-Europe Technical Project Management coordinates all testing activities in the testing process. The Connectathon and EFA Projectathon take place under the supervision of IHE-Europe.
- 5) The IHE-Europe Technical Project Management supervises and verifies that all Participants comply with the technical terms of participation as defined in this document.
- 6) Participants may, depending upon their previous experience, apply for IHE Connectathon testing at two levels:
 - a) Thorough Testing: All systems and all new Profile/Actor combinations being tested for the first time shall be listed for Thorough Testing. Systems registered for Thorough Testing will be required to complete all tests as specified by the Technical Project Managers. Verified successful completion of tests by these systems will be published by IHE-Europe in the table of Connectathon Results.
 - b) Supportive Role Testing: Vendors applying to test systems that have been tested successfully at previous IHE Connectathons, and for which they have already published an IHE Integration Statement, may be listed for testing in a "Supportive Role." Systems testing in a Supportive Role facilitate testing by corresponding systems, but are not required to complete tests and verify test results for publication at the Connectathon. The option of testing in a Supportive Role applies only to the specific Integration Profiles and Actors that have been previously tested. Previously tested systems that have added new IHE capabilities may test their established integration Profile/Actor combinations in a Supportive Role, while testing newly implemented Profile/Actor combinations in Thorough Testing mode.

4) Participation Benefits

- 1) Testing and Connectathon: The testing process leading up to and including the Connectathon offers the Participant a unique opportunity to test IHE integration capabilities implemented in its systems and to publicize the success in implementing these capabilities.
- 2) Gazelle Test Tools: Gazelle Test Tools will be made available to Participants for preliminary testing in advance of the Connectathon. Access to these test tools is contingent on participation in the Connectathon testing process.
- 3) Exhibition and Promotional Effort: Each participating company will be listed in materials describing successful testing at the Connectathon, either through promotion at industry tradeshows, user professional organizations congresses and the Internet.
- 4) Some of these materials, at the discretion of IHE-Europe, will remain available throughout the calendar year and will be distributed at gatherings sponsored by relevant medical professional associations and/or other venues and/or presented in informational material.
- 5) Relevant details (as determined by the IHE-Europe Technical Program Management) of each company's successful participation, including all IHE Actors and Integration Profiles successfully tested, will be highlighted in these educational and promotional materials, including the table of Connectathon Results available at www.ihe.net.
- 6) No reports of Participants' failure to complete testing will be included in these published materials nor will be disclosed to the public
- 7) All marketing materials of participating companies referring to IHE or incorporating IHE logos require prior review and approval by IHE-Europe.

5) Terms of Participation

- 1) This Agreement shall take effect on the Effective Date and shall continue until the June 30, 2017. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

2) Participation fees to be admitted to the testing process and to the Connectathon are proportional to the number of systems being tested and people attending. The participation fee is 3,950 Euros per system (three thousand nine hundred fifty euros) and 590 Euros for the entire event for each company/organisation representative attending. A "system" is described as "a computer system, a stand-alone software or combination thereof represented by a set of IHE Profiles, Actors and options that a participating organisation wants to test". There is a minimum company/organisation representative participation requirement as stated in Article 6.d. Registration of representatives needs to be done at system registration time and no later than January 31, 2017.

Participant has registered 1 systems as stated in the Appendix A to this Contract and 3 persons. The participant agrees to pay the participation fee of EUR 4590.00€ (excluding VAT)

3) The Participant can terminate this Agreement on or before February 1, 2017 without incurring any penalties. In such an event the Participant is entitled to a full refund, in case that the Participant already paid the participation and registration fees.

4) The Participant can terminate this Agreement between February 2 and March 15, 2017 with a penalty of 50% of the participation and registration fees.

5) The Participant terminating this Agreement on or after March 16, 2017 or failing to show, will incur a penalty of 100% of the participation and registration fees.

6) Failing to abide to the Participant's Responsibilities as set forth in Article 6 below resulting in denial of Connectathon participation, will incur a penalty of 100% of the participation and registration fees.

7) All prices (in Euros) are subject to Italian VAT (22%) (VAT is not included in the prices mentioned above).

8) IHE-Europe reserves the right to apply discounts and/or increases the published fees at its sole discretion. Any discount or increase shall be communicated at least 7 days in advance of it being in effect.

9) The period of retraction ends on February 1, 2017. Participation and registration fees will be invoiced on or after February 2, 2017. Participation fees, once invoiced, are due net within 15 days.

10) If purchase orders need to be issued by Participant before IHE-Europe invoicing, these shall be received no later than February 28, 2017.

11) A Late Payment Fee of 12% will be charged when payment has not been received on the IHE-Europe Bank Account within fifteen days after the due date, as stated on the invoice.

12) IHE-Europe reserves the right to refuse participation in the IHE Connectathon, including deny access to Participant's representative to the Connectathon floor, if payment of invoices and – if applicable – late payment fees have not been received on the IHE-Europe Bank Account before the actual start of the event.

13) The IHE Technical Program Management reserves the right to refuse participation to systems containing combinations of Actors it deems to be inappropriate or not reflective of practical systems architecture. At such, the IHE Technical Program Management will make this determination at its sole discretion. The Participant may be asked to revise the applications to limit the number and type of IHE Actors included in a single system.

6) Participants Responsibilities

1) The testing process and Connectathon will include the steps described in Appendix B, each of which must be completed as scheduled in order to qualify for participation in the Connectathon. These steps are mandatory and will be enforced by the IHE-Europe Technical Program Management.

a) Webinars: A series of 2 webinars will be organised by IHE-Europe in February 2017. Participation is optional. The agenda will include organisation of the Connectathon testing process and the demonstration scenarios and groups of systems for the demonstrations planned in Europe in 2017.

b) DICOM Conformance Statement: Participants are required to submit a DICOM Conformance Statement for each system that includes one or more Profile/Actors performing DICOM transactions to the IHE Technical Project Managers by March 4, 2017. The process for submitting the DICOM conformance statement is described on the secure page for Connectathon Participants (<http://gazelle.ihe.net>). While the IHE Technical Project Managers will not redistribute these documents amongst other Participants during or prior to the Connectathon, participants are free to distribute their own documents to other Participants to further facilitate cross-vendor testing.

c) Test logs: Participants are required to submit success logs for each Profile/Actor to be tested at the Connectathon, using the Gazelle Test Tools provided by the IHE Technical Project Managers, to verify that their software supports the transactions required. These data will be generated during trials conducted by the prospective Participant using the IHE Test Simulators, Test Plan and Test Data Set to be provided by the IHE Technical Project Managers. Additionally, Participants are required to report to the Technical Project Managers any problems encountered with the test tools during testing. Following procedures are defined by the IHE Technical Project Managers and posted on <http://gazelle.ihe.net>.

d) Connectathon: Participant must send at least one qualified technical specialist to the Connectathon for each registered system to be tested.

2) The following additional requirements also apply:

a) The shipment of equipment to and from the Connectathon site is at Participant's expense and organisation.

b) IHE-Europe bears no responsibility for any damage to or theft of Participants' equipment incurred during the Connectathon or during shipping to and from the event, nor prior or after the Connectathon or shipping. It is advised that all systems shipping to and participating at the Connectathon event shall be insured against theft, damage and loss.

c) All systems to be tested must be configured and operational by April 3rd, 2017 at or before 11:00 AM CET. At that time Participants will begin testing by sending appropriate messages to other Participants systems as designated by the IHE Technical Project Managers.

d) Participants hereby agree not to disclose information learned at the Connectathon regarding other Participants' systems and test results as outlined in the Article 7 below.

e) Participant must, prior to the conclusion of the Connectathon, successfully demonstrate interoperability with designated partners in a number of test configurations determined by the Technical Project Managers.

f) Participant must successfully complete any additional interoperability testing deemed necessary by the Technical Project Managers and IHE Review Committee.

g) IHE-Europe itself does not guarantee any result at the end of the Connectathon, concerning the interoperability or functionality, goal or mission to be achieved by the Participants, regarding the systems tested or to be tested during the Connectathon.

7) Nondisclosure Agreement

1) The Integrating the Healthcare Enterprise ("IHE") is an initiative by healthcare professionals and industry to improve the way computer systems in healthcare share information. IHE develops guidelines and supports a testing process and other activities to encourage the implementation of standards to enable communication among such systems.

2) In order to encourage the exchange of information among Participants necessary to the testing process (including the Connectathon testing event to be held on April 3-7, 2017) it is important that both IHE-Europe and each Participant are 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 thus agrees to keep confidential and forbear from using for any commercial purposes any confidential information obtained from other Participants in the course of the testing process. The Participant further agrees to respect all other Participants and their systems and equipment. The undersigned Participant shall not be obligated to keep such confidential information secret and in confidence if it can show that such information:

a) appears in printed publications distributed by IHE-Europe in the public domain;

b) was public knowledge at the time of its receipt;

c) became public knowledge after its receipt without breach of this Agreement by the undersigned Participant;

d) was rightfully disclosed to the Participant by a third party without an obligation of confidentiality;

e) is provably independently developed by the undersigned Participant's personnel without access to the confidential information;

f) is required to be disclosed pursuant to a legal, judicial or administrative proceeding or by law; or

g) is approved for release by the prior written authorisation of all other organisations in question.

3) Without bearing any liability, IHE-Europe agrees 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 Participants. In consideration of being permitted by IHE-Europe to participate in the IHE testing process, the undersigned Participant agrees to hold IHE-Europe 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 Participant constituting a breach of the nondisclosure and nonuse obligations described in the preceding paragraphs.

4) For the purposes of sharing information with its members and the public and promoting the IHE event, IHE-Europe intends 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 initiative. Such images will not be used by IHE-Europe for any other purpose. Participant expressly agrees to the use of such images by IHE-Europe in connection with the aforementioned purposes.

5) The undersigned Participant, in consideration of being permitted by IHE-Europe to participate in the IHE event, hereby grants IHE-Europe the absolute and irrevocable right and unrestricted permission to use, re-use, display, distribute, transmit, publish, re-publish, copy, or otherwise exploit, either in whole or in part, either digitally, in print, or in any other medium now or hereafter known, photographs taken of its personnel and equipment, or in which its personnel and equipment may be included; to alter the same without restriction; and to copyright the same. The undersigned understands and agrees that IHE-Europe may or may not, as they choose, use the Participant's name in conjunction with the photographs taken.

6) The Participant also hereby releases and discharges IHE-Europe and their agents, representatives, and assignees from any and all claims and demands arising out of or in connection with the use of the photographs, including without limitation any and all claims for invasion of privacy, right of publicity, and improper disclosure of commercial information.

7) All obligations of the Parties mentioned in this article will expire after a period of five (5) years after signing this Agreement,

8) Liability

Except as expressly set forth in this Agreement, any statement, representation, condition, warranty or other term express or implied, statutory or otherwise, as to the quality, merchantability, suitability or fitness for any particular purpose of the systems (or parts thereof) is hereby excluded and neither Party shall be liable to the other or to any other persons or Participants by reason of any such excluded statement, representation, condition, warranty or term or any duty, statutory or otherwise with respect thereto, or for special, indirect, exemplary, consequential or punitive damages arising directly or indirectly in connection with the systems (or parts thereof) or any modification, variation or enhancement thereof, or any documentation, manual or training relating thereto. If any successful claim is made as a result of the substantial non-conformance of the systems (or parts thereof) to the specifications set by IHE Europe or otherwise, and on condition that IHE-Europe's liability has been proven, IHE-Europe's liability for damages shall be limited, in the aggregate, to Participant's actual direct damages, and this shall not exceed the total amount of the registration fee.

9) Intellectual Property Indemnification

Participant shall indemnify, defend and hold harmless IHE-Europe and all other Participants, its affiliates, directors, officers, employees, agents, permitted assigns and end-users from all third-party claims for infringement, misappropriation or violation of copyrights, trademarks, trade secrets or other proprietary rights associated with any portion of the system, documentation, or any other material delivered under this Agreement by any Party or any other Participant. "Claim" shall mean all losses, liabilities, damages, claims, taxes, and all related costs and expenses, including, without limitation, reasonable attorneys' fees and costs of investigation, litigation, settlement, judgement, interest and penalties. IHE-Europe shall have no liability respecting any claim of infringement or breach as aforesaid to the extent such claim is based upon the combination, operation or use of IHE-Europe software with other equipment, software, apparatus, devices or things (i) supplied by the other Participants, and/or (ii) not explicitly supplied by IHE-Europe or in a manner not substantially consistent with or supported by IHE-Europe's specifications and instructions. This section states the entire liability of IHE-Europe for any type of infringement or breach whatsoever of intellectual property rights of third parties resulting from or relating to the manufacture, sale, operation or use of the systems, software or documentation.

10) Copyright, Trade Marks and Other Intellectual Property Rights

1) Participant agrees that any and all of the copyright, trademarks, trade secrets, and other proprietary rights subsisting in or used in connection with the IHE software, including all documentation and manuals relating thereto, are and shall remain the property of IHE-Europe.

2) Participant acknowledges that such copyright, trademarks and other rights belonging to IHE-Europe may only be used by Participant with the consent of IHE-Europe and during the term of this Agreement.

3) Participant agrees, at its own expense, to defend, indemnify and hold harmless IHE-Europe from and against any damages, cost, loss, liability, expenses or claims (including reasonable legal fees) arising out of (i) Participant's unauthorised use of the IHE software or any part thereof or (ii) Participant's non-performance under this Agreement.

4) Supporting information and documents developed by IHE for use within the IHE testing process, including but not limited to specifications, test data and marketing materials are the copyrighted property of IHE. In the spirit of collaboration and respecting copyright law, no Participant may lay claim to the information created for the IHE testing and demonstration process without written consent from IHE. After software, technical information or documentation is formally released into the public domain by IHE 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.

5) Participant acknowledges and agrees that certain software and related technical information and documentation which will eventually be released into the public domain by IHE in connection with the implementation of the IHE initiative (the "IHE Software") will be made available on an "as is" basis and that neither IHE-Europe nor any other Participant will make any warranty about the IHE Software, its performance, its merchantability or fitness for any particular use, its freedom from any computer diseases, or its conformity to any specification and that all risk as to the quality and performance of the IHE Software will be with the users of the IHE Software.

11) Force Majeure

The term "Force Majeure" shall be defined as an act of God; severe weather conditions; strikes; war or other violence; law or proclamation, demand or requirement of any governmental agency; or any other similar act or condition whatsoever beyond the reasonable control of the Parties hereto. If the performance of this Agreement by either Party or any obligation hereunder is prevented, restricted, or interfered with by reason of a Force Majeure event, the Party whose performance is so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such Force Majeure event, provided however, that the Party so affected shall take all reasonable steps to avoid or remove such causes of nonperformance and shall continue performance hereunder with dispatch whenever such causes are removed. In case of Force Majeure regarding the obligations IHE-Europe, no amount of any kind whatsoever will be refunded by IHE-Europe (including but not limited to registration fees and/or participation fees).

12) Relationship of the Participant to IHE-Europe

It is agreed and understood that neither Party is an agent or representative of the other and has no authority or power to bind or contract in the name of or to create any liability against the other in any way or for any purpose.

13) Waiver

Failure or neglect by either Party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of either Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice either Party's rights to take subsequent action.

14) Assignment

This Agreement shall not be assigned by Participant or IHE-Europe whether voluntarily or involuntarily or by operation of law, in whole or in part, to any Party without the prior written consent of the other Party. No such assignment howsoever occurring shall relieve either Party of their obligations hereunder.

15) Notices

Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation shall (unless otherwise provided) be in writing and shall be delivered in person, sent by registered mail or air mail as appropriate, properly posted and fully prepaid in an envelope properly addressed or sent by certified facsimile to the respective Parties as follows:

IHE-EUROPE: c/o ECR GmbH, Neutorgasse 9, 1010 Vienna, Austria
FAX NO. : +4315334064448

Vysočina Region, Czech Republic: Žižkova 57,
587 33 Jihlava, Czech Republic
FAX NO. :

or to such other address or facsimile number as may from time to time be designated by notice hereunder. Any such notice shall be in the English language and shall be considered to have been given at the time when actually delivered if delivered by hand, or upon the next working day following sending by facsimile or in any other event within four (4) days after it was mailed in the manner hereinbefore provided.

16) Headings

The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

17) Severability

In the event that any part of the terms, conditions or provisions contained in this Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

18) Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Kingdom of Belgium, Court District of Brussels.

19) Publicity

Any advertising, publicity, release or other disclosure of information concerning this Agreement must be approved in writing by both Parties.

20) Authority

The Parties hereby represent that they have full power and authority to enter into and perform this Agreement and the Parties do not know of any contracts, agreements, promises or undertaking which would prevent the full execution and performances of this Agreement.

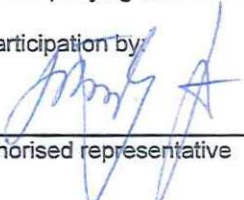
21) Compliance with laws

Each Party will comply with Kingdom of Belgium laws, ordinances, and regulations properly applicable to this Agreement.

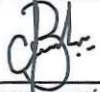
22) Signing Provision

IN WITNESS WHEREOF the Parties hereto have executed this Agreement in two copies, each one receiving an original, of 11 pages with accompanying schedules of the date set forth opposite their respective names.

Agreed to for Participation by:


Signature of authorised representative Title Date
President of Vysocina Region 2/4/2017

Accepted by IHE-Europe:


IHE-Europe representative IHE Services Director 4/4/2017
Title Date

Note: Return signed and completed application/contract by email to: office@ihe-europe.net AND technical.manager@ihe-europe.net

Appendix A : System Information

Open NCP CZ - 2.4.3

This system is registered with the system name Open NCP CZ, which will be used only in the context of organizing the Connectathon. Please make sure to use this system name in communicating with the IHE Technical Project Managers.

Profiles Implemented	Actors Implemented	Options Implemented
epSOS-Authentication	National Contact Point Country A	None
epSOS Identification Service	National Contact Point Country A	None
epSOS Patient Service	National Contact Point Country A	None
epSOS Patient Summary Document	Content Consumer	Friendly-A Document Option
epSOS Patient Summary Document	Content Consumer	None
epSOS Patient Summary Document	Content Creator	None
epSOS Patient Summary Document	Content Creator	Pivot Document Option
epSOS Security	Audit Record Repository	None
epSOS Security	Secure Node	None
Non Repudiation Evidence Emitter	National Contact Point Country A	None
SMP	National Contact Point Country A	None

Appendix B : Timeline

DATE	EVENT
January 15, 2017	Deadline for submitting this application to participate in the IHE-European 2017 Connectathon
February 28, 2017	Deadline for the payment of IHE-European 2017 Connectathon fees
February, 2017	Webinars series
April 1, 2017	Deadline for submitting success logs for Profiles/Actors in all domain
April 3-7, 2017	Connectathon in Venice, Italy

Appendix C : Contact Information

Company Financial representative

Firstname : Petr	Lastname : Pavlínek
Tel : +420724650102	Email : pavlinec.p@kr-vysocina.cz
Celli :	Fax :
Address : Žižkova 57	
City : Jihlava	
State :	Zip : 587 33 Country : Czech Republic

Commercial/Marketing Contacts

Firstname : Klára	Lastname : Jiráková
Tel : +420606486742	Email : jirakova.k@kr-vysocina.cz
Cell :	Fax :
Address : Žižkova 57	
City : Jihlava	
State :	Zip : 587 33 Country : Czech Republic

Technical Contacts

Firstname : Jaroslav	Lastname : Krotký
Tel : +420724650193	Email : krotky.j@kr-vysocina.cz
Cell :	Fax :
Address : Žižkova 57	
City : Jihlava	
State :	Zip : 587 33 Country : Czech Republic

Firstname : Milan	Lastname : Lysa
Tel : +420724650282	Email : lysa.m@kr-vysocina.cz
Cell :	Fax :
Address : Žižkova 57	
City : Jihlava	
State :	Zip : 587 33 Country : Czech Republic

