

MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (“Agreement”), effective as of _____ (“**Effective Date**”), is made and entered into by and between Healthcare Industry Resilience Collaborative, Association (“**HIRC**”) and the undersigned member institution (“**Member**”).

Recitals

WHEREAS, HIRC is a trade association described in Section 501 (c)(6) of the Internal Revenue Code of 1986, as amended (the “Code”), organized and operated to promote the common business and professional interests of its members, and in this regard to increase resiliency of critical healthcare supply chains through industry engagement, best practices, and cooperative efforts of health care providers and suppliers; and

WHEREAS, the operation of the HIRC is outlined in the HIRC Bylaws (the “Bylaws”) as provided to the Member contemporaneously with this Agreement; and

WHEREAS, Member’s regular business activities relate to or support the conduct of the HIRC, and Member wishes to participate in and support the activities of HIRC as a Member (as further defined herein); and

WHEREAS, the activities supported by the HIRC and contemplated by this Agreement are of mutual interest and benefit to HIRC, the Members (as defined herein) and the Member and will further their respective supply chain resiliency.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties hereby agree as follows:

Article I. BACKGROUND

A. The members of HIRC (“**Members**”) are healthcare providers, suppliers, Collaborators, and Sponsors, each of which have executed a Membership Agreement in substantially the form hereof and have agreed to be bound by the terms of the Bylaws and other policies included herein. The Members establish and maintain a voluntary collaboration among themselves in order to increase resiliency of critical healthcare supply chains through the identification, evaluation, and promotion of awareness and adoption of industry best practices in the area of supply chain resiliency (i.e., Business Continuity Management). The list of current Members is available upon request.

B. By execution hereof and payment of the applicable dues as set forth on the signature page hereto, Member agrees to be bound by the terms of the Bylaws, policies included herein, and this Membership Agreement. All capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Bylaws.

Article II. COLLABORATIVE STRUCTURE AND POLICIES

A. Governance. HIRC is governed by a Board of Directors as detailed in Article 4 of the Bylaws.

B. Membership. Upon payment of the applicable annual dues, as detailed on the signature page, and execution of this Agreement by HIRC, Member shall become a Member of the HIRC in accordance with the membership level set forth on the signature page.

C. Bylaws. The full rights and obligations of each membership level is set forth in the HIRC Bylaws (provided hereto in Exhibit A) and subject to change as provided in the Bylaws. Member agrees to be bound by the terms of the Bylaws and by execution hereof, each Member acknowledges its review and understanding of the contents of the Bylaws. Member agrees that by execution hereof, the Bylaws are incorporated into this Agreement by reference and the rights and obligations set forth in the Bylaws are hereby contractual obligations of the Member.

D. Confidentiality. During the conduct of HIRC activities, Member may come into contact with or have access to confidential information belonging to HIRC, other Members, or other third parties involved in or supporting HIRC activities. Member may also disclose its own information of a confidential and/or proprietary nature to HIRC, other Members, or other third parties, in furtherance of HIRC-related activities. Member agrees to treat Confidential Information in accord with the Confidentiality Policy provided hereto in Exhibit A.

E. Data Sharing. Member has no obligation to disclose Data to HIRC or other Members in connection with HIRC activities. For purposes of this Agreement the term “Data” means data, results, reports, and other information arising from HIRC activities that are shared among one or more Members. For avoidance of doubt, “Data” does not include any information that identifies a natural person (or that can be used to identify a natural person) by reference to an identifier such as name, identification number, location data, an online identifier or one or more factors specific to the physical, biometric, physiological, genetic, economic, cultural, or social identity of a natural person, including without limitation Protected Health Information (“PHI”) as defined in the federal HIPAA privacy regulations at 45 C.F.R. § 160.103 (collectively “Personal Data”).

Member is responsible for ensuring that its activities under this Agreement, including the sharing of Data, complies with all applicable laws, rules, regulations, and guidance, including without limitation, the HIPAA privacy and security rules, the California Consumer Privacy Act, and any other foreign, federal or state law addressing the privacy or security of Personal Data (collectively “Data Privacy and Security Laws”). Unless Data is explicitly marked as “Confidential”, in writing, by disclosing party at the time of disclosure, each Member may use Data for its own internal purposes, for HIRC activities, and for complying with its obligation under this Agreement or the Bylaws.

Members has no obligation to disclose Personal Data to HIRC or other Members in connection with HIRC activities. No Member shall disclose Personal Data to HIRC or other Members in connection with HIRC activities, unless such disclosure is permitted under applicable Data Privacy and Security Laws (e.g., pursuant to a Business Associate Agreement entered into among the relevant parties in compliance with the HIPAA privacy rules). If Member inadvertently discloses Personal Data, then the Member is solely responsible for any such disclosure. If Member discloses de-identified Personal Data to HIRC or other Members for purposes of conducting HIRC activities, then the Member is solely responsible for ensuring that the de-identification methodology complies with all applicable Data Privacy and Security Laws.

F. Antitrust. HIRC Members may be (a) actual or potential competitors, or (b) actual or potential trading partners. HIRC does not, and shall not, participate in or play any role in the

competitive decisions of HIRC Members or their employees, and HIRC shall not restrict competition in any industry in any manner. As such, Member agrees to abide by the Antitrust Compliance Policy and Guidelines provided hereto in Exhibit A.

G. Intellectual Property. In performing the responsibilities under this Agreement, HIRC and HIRC Members may create and share certain copyrighted information that may be owned by HIRC or HIRC Members. As such, Member agrees to abide by the Intellectual Property Rights Copyright Policy provided hereto in Exhibit A.

H. Insurance. Unless as determined otherwise by the parties, insurance coverage will be maintained by the parties as follows: HIRC agrees that it will maintain adequate commercial general liability and professional liability insurance, each in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate, that protects against claims and losses relating to HIRC's obligations under this Agreement and the Bylaws. Member agrees that it will maintain adequate commercial general liability, and professional liability, each in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that protects against claims and losses relating to Member's obligations under this Agreement and the Bylaws.

I. Relationship of the Parties. In performing the responsibilities under this Agreement, it is understood and agreed that each party and its respective personnel are at all times acting as independent contractors and are not partners, joint venturers, or employees of the other party.

J. Authority to Act. Each party has the right, power, and authority to execute and deliver this Agreement and to perform its terms. Each party represents and certifies that the person or persons executing this Agreement on its behalf are duly authorized and empowered to do so.

K. Conformance with Law. The parties recognize that this Agreement is subject to, and agree to comply with, applicable local, state, and federal statutes, rules, and regulations. Any provisions of applicable statutes, rules, or regulations that invalidate any term of this Agreement, that are inconsistent with any term of this Agreement, or that would cause one or any of the parties hereto to be in violation of law shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall use their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of applicable statutes, rules, and regulations, and to negotiate in good faith toward amendment of this Agreement in such respect.

L. Assignment. No assignment of this Agreement or the rights and obligations hereunder by any party shall be valid without the prior written consent of the other Party. For purposes of this Agreement, a change in control of Member constitutes an assignment.

M. Term and Termination. This Agreement shall be effective as of the Effective Date, and shall remain in full force and effect for one (1) year ("**Initial Term**"). Thereafter, the Agreement shall automatically renew for additional one (1)-year terms (each a "**Renewal Term**"). This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party; provided, however, that this Agreement shall continue in force and effect for such period of time as necessary to accommodate any active collaborative arrangement subject to a separate written agreement contingent upon this Agreement then in effect.

N. Notices. Any notice to either party hereto pursuant to this Agreement shall be given in

writing by personal delivery, overnight delivery, facsimile, telecommunications, or certified or registered mail, return receipt requested, addressed to the contacts set forth on the signature page hereto or such other contact as directed from time to time in writing. The parties shall notify each other of any change of address by delivery of change of address information to the listed persons and offices. All notices shall be effective upon receipt.

O. Entire Agreement and Member Obligations. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, contains the entire understanding of the parties and supersedes any prior written or oral agreements or understandings between them concerning the subject matter set forth above. This Agreement can be amended only by an instrument in writing signed by duly-authorized representatives of the parties. Any amendment to this Agreement shall be effective as of the date stipulated in such Amendment. This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the parties and their personal representatives and permitted assigns. No waiver by either party hereto of any failure by the other party to keep or perform any provision, covenant, or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or any other provision, covenant, or condition.

P. Rights not Exclusive. Nothing contained within this Agreement shall impose an obligation of exclusivity on one party by the other party. The parties reserve the right to enter into and participate in other activities similar to those undertaken with the HIRC (either alone or with a third party).

Q. Waiver. The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision or a waiver of the same provision at any later time.

R. Counterparts. This document may be executed in one or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same instrument.

S. Logos. Member logos may be displayed on hircstrong.com. Purpose is to represent our member community, not endorsement or promotion. Logos will match representation found on the member's native website. Listings are in groups of no less than five. Sizing is equal. Order is alphabetical or randomized. No other logo use is anticipated. If so, express written permission is required.

Signature page follows.

IN WITNESS THEREOF, each party has caused this Agreement to be executed by their respective duly-authorized officers by signing below.

Member Name:
By:
Name:
Title:
Date:

Membership Type (Initial annual membership dues*):

- Provider Member
- Supplier Member
- Collaborator
- Sponsor
- Partner

Board – applicable to provider or supplier leadership member serving on the Board
SAC – applicable to supplier leadership member serving on the Supplier Advisory Council

**Membership dues schedule illustrated in Exhibit B.*

Notice Information:

[Address and contact information]

[Copy to (optional)]

HEALTHCARE INDUSTRY RESILIENCE COLLABORATIVE, ASSOCIATION

By: _____

Name: _____

Title: _____

Date: _____

Notice Information:

Healthcare Industry Resilience Collaborative, Association
 Attn: Executive Director
 4446 Arcon Lane NW
 Rochester, MN 55901
 partners@hircstrong.com

Exhibit A**HIRC BYLAWS AND POLICIES**

Current copies are maintained at www.hircstrong.com.

Bylaws**Policies**

- [Antitrust](#)
- [Community Guidelines](#)
- [Confidentiality](#)
- [Conflict of Interest](#)
- [Copyright](#)
- [Document Retention](#)
- [Privacy Policy](#)
- [Terms of Use](#)
- [Whistleblower](#)

Exhibit B**HIRC MEMBERSHIP DUES**

Membership dues are set by the Board of Directors annually in accordance with the [Bylaws](#).

Providers and Suppliers:

Please indicate your tier based upon organization's self-disclosed annual gross revenue:

Tier	Providers	Suppliers
<500M	\$1,500	\$7,500
<\$1B	\$2,500	\$10,000
\$1B-\$2B	\$5,000	\$12,500
>\$2B	\$7,500	\$15,000

Collaborators and Sponsors:

Type	All
Collaborator	No charge
Sponsor	\$50,000