

Member Agreement

This HIRC Member Agreement (“Agreement”) is entered into as of _____, by and between the Healthcare Industry Resiliency Collaborative, Association, a Minnesota nonprofit corporation (HIRC), and the undersigned member institution (“Member”).

1. Scope. Member desires to participate in the Healthcare Industry Resiliency Collaborative (“HIRC”) under the terms of this Agreement. HIRC will collaborate with health systems, supply chain industry leaders and other industry stakeholders to work towards strengthening healthcare supply chains through voluntary collaboration.

2. Bylaws and Policies. By signing this Agreement, the Member agrees to comply with HIRC’s Bylaws and policies listed on Exhibit A, which are incorporated by reference as they may be amended from time to time, and to pay the dues.

3. Member Benefits. Member benefit examples, which may change from time to time: 1) Education and collaboration sessions, 2) Playbooks, data, and other resources, and 3) Networking and communications forums.

4. Membership Structure

4.1 Governance. HIRC is governed by a Board of Directors, as defined in Bylaws.

4.2 Activation. Membership becomes effective upon 1) Execution of this Agreement, and 2) Payment of annual dues (see Signature Page and Exhibit B). Membership levels are defined on the Signature Page and governed by the Bylaws.

4.3 Insurance. Each party shall maintain commercial general liability and professional liability insurance in the following amounts to protect against claims and losses related to Member’s membership in HIRC: 1) \$1,000,000 per occurrence, and \$3,000,000 annual aggregate general liability insurance.

4.4 Relationship. The parties are independent contractors. This Agreement does not create a partnership, joint venture, or agency relationship.

4.5 Authority & Compliance. Each party represents that it has the authority to enter into this Agreement and agrees to comply with all applicable laws and represents that its participation will not conflict with any other contractual or legal obligations, and it shall promptly notify HIRC of any legal or regulatory matter that could reasonably impact its membership obligations. The parties agreed to negotiate in good faith to amend this Agreement if it becomes inconsistent with applicable law.

4.6 Assignment. This Agreement may not be assigned without prior written consent. A change in control of the Member is considered an assignment.

5. Term & Termination. One (1) year from the Effective Date, automatically renewing for successive one-year periods unless either party gives 30 days' prior written notice.

6. Notices. Formal communications must be in writing and directed to the contacts listed on the Signature Page.

7. 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. However, if Member discloses Data to HIRC or other Members in connection with HIRC activities, Member warrants and represents that it has the necessary ownership rights or license for such disclosure and, via each such disclosure, thereby grants a license to the recipients of the Data for the use thereof. Member shall indemnify, defend, and hold harmless HIRC and other Members from any third-party claim that the use of Data disclosed by Member infringes on the third party's intellectual property or other legal rights, provided that the use of the Data was consistent with applicable HIRC agreements and policies. Any sharing of Data using the HIRC Vault shall be subject to the Terms of Use available at <https://hircstrong.com/terms-of-use/> and the Data Sharing Policy available at <https://hircstrong.com/data-sharing-policy/>.

8. Use of Logos. HIRC may display the Member's logo on its website to indicate membership. Conditions: 1) Be displayed at equal size with other Member's logos and in alphabetical or random order as determined by HIRC, 2 Not be used by HIRC for any other purpose without prior written consent, 3) Member may reference HIRC membership in its own materials with prior written approval from HIRC.

9. Additional Terms

9.1 Indemnification; Liability Limitation. Member shall indemnify, defend and hold harmless HIRC and its directors, officers, employees, representatives, agents, attorneys, successors and assigns (collectively, the "indemnified Parties") from and against any and all claims, suits, proceedings, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Member's failure to materially comply with any of its obligations under this Agreement including its incorporated policies. EXCEPT ARISING OUT OF MEMBER'S FAILURE TO PAY THE FEE WHEN DUE AND ITS INDEMNIFICATION OBLIGATION: IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT PAID BY MEMBER TO HIRC FOR MEMBERSHIP IN THE THEN-CURRENT TERM AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE, PROFITS OR SAVINGS EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. This section will survive the expiration or termination of this Agreement.

9.2 Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement and supersedes any prior written or oral agreements between the parties

concerning the subject matter herein. Amendments must be in writing and signed by both parties.

9.3 Non-Exclusivity. Both parties may participate in other activities similar to HIRC activities with others.

9.4 Waiver. Failure of a party to enforce any provision does not waive the right of such party to enforce it later.

9.5 Governing Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the law of the State of Minnesota, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction. Any and all claims arising from this Agreement will be brought either in the state or federal courts located in Olmsted County, Minnesota, and each party consents to the jurisdiction of such courts.

Signature Page

Member:	HIRC (Healthcare Industry Resilience Collaborative, Association)
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:
Notification Contact:	Notification Contact: Healthcare Industry Resilience Collaborative, Association Attn: Executive Director 4446 Arcon Lane NW Rochester, MN 55901

Exhibit A – Incorporated Policies

Available at: www.hircstrong.com

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

Exhibit B – Membership Dues

Providers and Suppliers (based on 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	Dues
Collaborator	No charge
Sponsor	\$25,000 / \$50,000 / \$100,000