

## Member Agreement

**1. Parties.** This HIRC Member Agreement (“Agreement”) is entered into as of \_\_\_\_\_, (the “Effective Date”), by and between the Healthcare Industry Resilience Collaborative, Association, a Delaware nonprofit corporation (“HIRC”), and the undersigned member institution (“Member”). Together, they are “Parties” and individually a “Party.”

### 2. Membership & Obligations

2.1. Membership. HIRC is governed by a Board of Directors, as defined in Bylaws. Membership becomes effective upon 1) execution of this Agreement, and 2) payment of the Membership Dues in accordance with Section 4 of this Agreement.

2.2 Scope. Member desires to participate in HIRC under the terms of this Agreement. HIRC collaborates with health systems, supply chain industry leaders and other industry stakeholders to strengthen healthcare supply chains through voluntary collaboration.

2.3 Governing Documents & Compliance. By signing this Agreement, Member agrees to comply with HIRC’s Bylaws and policies listed on Exhibit A (together, “Governing Documents”), which are incorporated by reference herein which may be amended from time to time. HIRC agrees to notify its Members of any material change to the Governing Documents. Upon receiving notice of such change, a Member may terminate their membership if they no longer want to be a Member.

2.4 Member Conduct & Good Standing. Membership is conditioned on the Member remaining in good standing, which includes but is not limited to timely payment of the Membership Dues and adherence to the Governing Documents.

**3. Member Benefits.** Member benefit examples, which may change from time to time: 1) Education and collaboration sessions, 2) Playbooks, data, and other resources, 3) Networking and communications forums, and 4) Annual conference.

**4. Membership Dues.** Member will pay the annual dues (the “Membership Dues”) as outlined in Exhibit B. HIRC invoices the Membership Dues annually. Payment is due 45 days after receipt. If payment remains outstanding 90 days after the invoice date, HIRC may terminate membership pursuant to Section 8.2.

**5. Use of Names & Logos.** Each Party grants the other Party a limited, nonexclusive, revocable license to use its name and logo only in connection with Member’s status as a Member of HIRC. Member logos may be displayed on hircstrong.com. Logos 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. Any misuse must be corrected promptly upon request. Upon termination, a Party must cease using another Party’s name and logo.

## **6. Data & Intellectual Property**

**6.1 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/>.

**7. Confidentiality.** Each Party shall treat as confidential any information belonging to the other Party which a reasonable person would consider confidential or which is marked as confidential (“Confidential Information”), which it acquires, is provided, or becomes privy to in connection with this Agreement. The receiving Party may not disclose any Confidential Information except: to employees or agents who need to know (provided they are bound to confidentiality), when required by law (with notice to the disclosing Party), or with the disclosing Party’s written consent. Upon termination, each Party shall promptly return any Confidential Information in its possession to the disclosing Party or destroy it.

## **8. Term, Renewal, & Termination**

**8.1 Term & Renewal.** One (1) year from the Effective Date, automatically renewing for successive one-year periods unless either Party gives 30 days’ prior written notice.

### **8.2 Termination.**

(a) For convenience: either Party may terminate this Agreement without cause by giving 60 days’ written notice to the other Party. HIRC retains any payments made or invoiced up to the termination date.

(b) For cause: either Party may terminate this Agreement if the other Party materially breaches the Agreement and fails to cure such breach within 10 days after receiving written notice of such material breach.

**8.3 Survival.** The provisions of this Agreement that by their nature should survive termination or expiration (including, but not limited to, 6 (Data & Intellectual Property), 7 (Confidentiality), 9 (Indemnification, Insurance & Liability Limitation), 11 (Antitrust & Compliance)) shall survive any termination or expiration of this Agreement.

## **9. Indemnification, Insurance & Liability Limitation**

9.1 Indemnification. Each Party shall indemnify, defend and hold harmless the other Party 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 such Party’s failure to materially comply with any of its obligations under this Agreement including its incorporated policies which material breach is not cured within thirty (30) days of receiving notice of such breach.

9.2 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.

9.3 Liability Limitation. EXCEPT ARISING OUT OF MEMBER’S FAILURE TO PAY THE MEMBERSHIP DUES WHEN DUE AND THE PARTIES’ RESPECTIVE INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY’S AGGREGATE LIABILITY ARISING FROM A MEMBER’S STATUS AS A MEMBER EXCEED THE AMOUNT PAID BY MEMBER TO HIRC FOR MEMBERSHIP IN THE THEN-CURRENT TERM AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY 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.

## **10. Relationship, No Exclusivity & Non-Assignment**

10.1 Relationship. The Parties are independent; this Agreement does not create a joint venture, partnership, or agency relationship.

10.2 No Exclusivity. Both parties may participate in other activities similar to HIRC activities with others.

10.3 Non-Assignment. This Agreement may be assigned by either Party to an affiliate or successor in connection with a merger or sale of substantially all its assets, provided the surviving entity’s interests align with the recitals of this Agreement. Otherwise, the Agreement may not be assigned without the other Party’s prior written consent.

**11. Notices.** Written notices must be sent to the Parties’ designated addresses (or by email with acknowledgment), and are effective when delivered or acknowledged.

## **12. Governing Law, Dispute Resolution & Miscellaneous**

12.1 Governing Law & Forum. 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 courts located in Olmsted County, Minnesota, or the United States District Court for the District of Minnesota, and each Party consents to the jurisdiction of such courts.

12.2 Dispute Resolution. Except as otherwise set forth in this Agreement, any controversy or dispute related to this Agreement ("Controversy") shall be resolved pursuant to the following resolution process:

(a) *Administrative Resolution Process.* The Parties shall, in good faith, attempt to resolve any Controversy as follows: (i) the Party seeking to resolve the Controversy shall prepare a written position statement and deliver a copy thereof to the other Party; and (ii) no later than ten (10) business days after delivery of such position statement, appropriate representatives of the Parties shall meet and seek, in good-faith, to resolve the Controversy.

(b) *Mediation.* If the Parties are unable to reach agreement on the Controversy within thirty (30) days after submission of the meeting under Section 13.2(a), then either Party may request that the Controversy be submitted to non-binding mediation, in which case, the Parties will participate in good faith in the mediation process. The Parties shall jointly select an independent and neutral Person qualified to act as a mediator and located within the State of Minnesota. Neither Party shall unreasonably object to a qualified mediator proposed by the other Party, and both Parties shall cooperate in the mediation process. The cost of the mediation shall be borne equally by the Members.

12.3 Amendments. This Agreement may only be changed by a written amendment signed by both Parties.

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

12.5 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.

12.6 Severability. If any term is invalid or unenforceable, the rest remains in effect. The Parties will substitute a valid term that most closely matches the original.

12.7 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.

## Signature Page

<b>Member:</b>  [Name, state and type of business entity]	<b>HIRC</b> (Healthcare Industry Resilience Collaborative, Association), a Delaware nonprofit nonstock corporation
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:
Notification Contact:	Notification Contact:  Healthcare Industry Resilience Collaborative, Association Attn: Executive Director 331 2nd Ave S Ste 400 #3120 Minneapolis, MN 55401  partners@hircstrong.com

### Exhibit A – Incorporated Policies

The following documents, as published on HIRC’s website or otherwise delivered, are incorporated by reference and are binding as if included in full. If a policy conflicts, the Agreement controls.

- [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