

**CONTRIBUTOR AGREEMENT FOR
DATA THAT DO NOT INCLUDE CLINICAL IMAGES AND/OR INFORMATION**

This **CONTRIBUTOR AGREEMENT** (The “Agreement”) is made this ___ day of _____ 20__ (the “Effective Date”) by and between the Radiological Society of North America (“RSNA”), an Illinois not-for-profit corporation with its principal place of business located at 820 Jorie Boulevard, Oak Brook, Illinois 60523 and _____ (“Contributor”), a _____ with a principal place of business at _____.

WHEREAS, the RSNA has developed and maintains the Quantitative Imaging Data Warehouse (“QIDW”), a database designed to house images and associated metadata and make available for use by third parties to conduct research, develop and standardize image algorithms, and compare performance of medical imaging equipment in generating accurate quantitative measurements associated with medical images;

WHEREAS, Contributor wishes to submit to RSNA for the QIDW certain images and associated metadata for such purposes (individually and collectively, the “Content”) in this single instance;

WHEREAS, prior to submitting content, Contributor understands that it must execute this agreement setting forth its obligations and responsibilities with respect to such Content;

NOW, THEREFORE, the Parties agree as follows:

1. **Content Submission.** Contributor donates these images and their associated metadata as specified here:

2. **Content Usage.** Contributor hereby permits RSNA to use, reproduce, and distribute, including to third parties for further use, distribution and/or reproduction, the Content in whole or in part, submitted to RSNA for the QIDW, with the following exception(s):

3. **Contributor Data.** Contributor hereby represents and warrants that the Content submitted to RSNA for inclusion in the QIDW does not include Protected Health Information as defined under and consistent with the requirements of HIPAA.

4. **Indemnification.** Contributor hereby releases, discharges and agrees to hold harmless RSNA and its affiliates and their respective representatives, assigns, and employees, any person acting under their permission or authority, and any licensee of the QIDW (collectively, "RSNA Indemnified Parties") from and against any and all losses, liabilities, judgments, awards, penalties, and costs (including reasonable attorney's fees) (individually and collectively "Liability") in any claim, action, suit or proceeding (individually and collectively, a "Claim") whatsoever in connection with the use or disclosure of the Content by RSNA Indemnified Parties or third-party acts or omissions related to the use or operation of the QIDW, including any claim or charge of a violation(s) of HIPAA or any applicable local or state privacy laws.

5. **Survival.** The expiration of this Agreement shall not relieve the obligations undertaken by the parties in Section 2, 3, 4, and 5. Any other provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

6. **Entire Agreement.** This Agreement and all exhibits and attachments hereto constitute the entire agreement among the parties with respect to the subject matter hereof, and all prior negotiations, representations, agreements and understandings are superseded hereby. Agreements amending, altering, or supplementing the terms hereof shall be made by means of a written document signed by the duly authorized representatives of the Parties.

7. **Notice.** Any notice required by this Agreement shall be given by (i) prepaid, first class, certified mail, return receipt requested; (ii) overnight courier service; or (iii) confirmed facsimile to the Parties at their addresses set forth above.

8. **Governing Law.** The laws of the State of Illinois (without giving effect to its conflict of laws principles) shall govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereby consent to the jurisdiction and venue of the United States District Court for the Northern District of Illinois and any courts of the County of Cook in the State of Illinois in which any suit, action or proceeding is brought under this Agreement.

9. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term or provision hereof. All terms and covenants contained herein are severable, and if any of the provisions hereof shall be held to be invalid or unenforceable by a competent court, this Agreement shall be interpreted as if such invalid or unenforceable term or covenant were not contained herein.

10. **Waiver.** No failure to exercise any right or demand performance of any obligation under the Agreement shall be deemed a waiver of such right or obligation.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

12. **Assignment.** This Agreement shall be binding and inure to the benefit of each of the Parties hereto and their successors and permitted assigns; provided, however, this Agreement may not be assigned by any party without the prior written approval of the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

**RADIOLOGICAL SOCIETY OF
NORTH AMERICA**

CONTRIBUTOR

By: _____
Its: _____

By: _____
Its: _____