

AMENDED AND RESTATED HYPERBARIC OXYGEN TREATMENT REGISTRY CONSORTIUM AGREEMENT

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**AMENDED AND RESTATED
Hyperbaric Oxygen Treatment
Registry Consortium Agreement**

This Amended and Restated Hyperbaric Oxygen Treatment Registry Consortium Agreement (this "Agreement"), effective as of November 15, 2016 ("Effective Date"), is made by and among Trustees of Dartmouth College, as represented by Geisel School of Medicine at Dartmouth ("Geisel"), doing business at One Rope Ferry Road, Hanover, NH 03755; Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, acting jointly as Dartmouth-Hitchcock (collectively, "D-H"), doing business at One Medical Center Drive, Lebanon, NH 03756; and Elliot Hospital, doing business at 185 Queen City Avenue, Manchester, NH 03101. Together, Geisel and D-H are referred to as "Geisel/D-H". The parties to this Agreement will be referred to individually as a "Party" and collectively as the "Parties".

Recitals

WHEREAS:

- A. The Hyperbaric Oxygen Treatment Registry Consortium (the "Consortium") was founded by Geisel and D-H (each, a "Founding Member" and collectively, the "Founding Members") in 2014 to gather and provide information about the practice, safety, and outcomes of hyperbaric oxygen treatment;
- B. The Parties entered into that certain Hyperbaric Oxygen Treatment Registry Consortium Agreement dated as of November 4, 2014 (the "Original Agreement") to govern the creation and management of the Hyperbaric Oxygen Treatment Registry;
- C. Pursuant to Section 12.10 thereof, the Original Agreement may be amended by a majority of the Members, if such amendment is also approved by the Steering Committee by majority vote, which must include the affirmative votes of the Founding Members;
- D. The Steering Committee has approved the provisions of this Amendment by majority vote on October 19, 2016, which vote included the affirmative votes of the Founding Members; and
- E. The Parties (which make up a majority of the Members as such term is defined in the Original Agreement) wish to amend the Original Agreement as set forth herein in order to reflect a revised structure for the operation and maintenance of the Hyperbaric Oxygen Treatment Registry.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants set forth herein, the Parties hereby agree that the Original Agreement is, as of the date first written above, amended and restated in its entirety to read as follows:

Agreement

1. Definitions.

- 1.1 "Agreement" is defined in the introductory paragraph.
- 1.2 "Authorized Users" means a Member's employees or subcontracting agents who are authorized by such Member to access each such Member's own Member Database and/or the Registry.
- 1.3 "Claim" is defined in Section 9.1.1.
- 1.4 "Confidential Information" is defined in Section 10.1.1.
- 1.5 "Consortium" is defined in Recital A.
- 1.6 "Consortium Policies and Procedures" means policies and procedures approved by the Steering Committee related to the governance of the Consortium, the conduct of Consortium activities, and the protection of Member Data and Shared Data.

- 1.7 "Consortium Website" means a website developed to disseminate information about the Consortium and the Registry.
- 1.8 "Data Security Regulations" means (a) the implementation of the Health Insurance Portability and Accountability Act ("HIPAA") Privacy Rule through the Department of Health and Human Service regulations 45 CFR Parts 160 and 164 and as modified by the Health Information Technology for Economic and Clinical Health Act at 42 U.S.C. §§ 17931 – 39 ("HITECH"); 22 M.R.S.A. § 1711-C; 10 M.R.S.A. § 1346 et seq., and (b) any other applicable data protection, data security and data breach laws or regulations of any applicable United States or international jurisdiction and the rules and regulations thereunder, all as may be amended or supplemented from time to time.
- 1.9 "De-identify", "De-identified", or "De-identification" means removal of Protected Health Information, or data from which Protected Health Information has been removed, in accordance with HIPAA at 45 C.F.R. Section 164.514.
- 1.10 "Disclosing Member" is defined in Section 10.1.2.
- 1.11 "D-H" is defined in the introductory paragraph.
- 1.12 "Effective Date" is defined in the introductory paragraph.
- 1.13 "Experts" is defined in Section 3.1.1.
- 1.14 "Force Majeure Event" is defined in Section 12.7.
- 1.15 "Founding Member" and "Founding Members" are defined in Recital A.
- 1.16 "Geisel" is defined in the introductory paragraph.
- 1.17 "Geisel/D-H" is defined in the introductory paragraph
- 1.18 "HIPAA" is defined in Section 1.8.
- 1.19 "HITECH" is defined in Section 1.8.
- 1.20 "Indemnified Member" is defined in Section 9.1.1
- 1.21 "Indemnifying Member" is defined in Section 9.1.1.
- 1.22 "Intellectual Property Rights" means all intellectual property rights worldwide arising under statutory or common law, whether or not registered or perfected, including without limitation all (i) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations and moral rights, (ii) rights associated with indicia of source, including trademarks, trade name and trade dress, (iii) rights relating to patents and patent applications, (iv) rights relating to the protection of trade secrets, know-how and information that is confidential, and (v) renewals and extensions or any of the foregoing, whether now existing or hereafter filed, issued or acquired.
- 1.23 "IRB" is defined in Section 2.2.2.
- 1.24 "Losses" is defined in Section 9.1.1.
- 1.25 "Member Data" means information regarding patient treatment with hyperbaric oxygen therapy submitted by a Member to the Registry, including but not limited to clinical, administrative, and financial information.
- 1.26 "Member Database" means the database created by each Member to hold each such Member's own Member Data.
- 1.27 "Member-Initiated Research" means research undertaken by a Member utilizing Shared Data.
- 1.28 "Members" means the Parties to this Agreement, and other entities that are admitted to the Consortium by the Steering Committee that will provide data as described herein to the Registry and are signatories to this Agreement through the execution of a New Member Agreement.

- 1.29 "Original Agreement" is defined in Recital B.
- 1.30 "Party" and "Parties" are defined in the introductory paragraph.
- 1.31 "Recipient Member" is defined in Section 10.1.3.
- 1.32 "Registry" means the registry of Shared Data developed and managed by Geisel/D-H on behalf of the Consortium.
- 1.33 "Registry Infrastructure" means the format for the Registry and all associated hardware and software utilized by Geisel/D-H to host the Registry, including any data templates and protocols, but excluding any data.
- 1.34 "Representatives" is defined in Section 10.2.2.
- 1.35 "Services" is defined in Section 8.1.
- 1.36 "Settlement Meeting" is defined in Section 12.14.1.
- 1.37 "Shared Data" means De-Identified Member Data that has been aggregated, curated or combined that resides in the Registry.
- 1.38 "Steering Committee" is defined in Section 3.1.
- 1.39 "Term" is defined in Section 11.1.

2. Members and Membership.

- 2.1 New Members: Other organizations may be admitted as Members of the Consortium with approval of the Steering Committee. An applicant approved for membership will not become a Member until it signs a New Member Agreement in substantially the form of Exhibit A attached hereto.
- 2.2 Obligations of Members: Unless an exception is granted by the Steering Committee, and except to the extent that these requirements would violate the laws and regulations applicable in such Member's jurisdiction, including without limitation any federal, state, provincial, local or other laws, a Member will:
 - 2.2.1 Develop and maintain its own Member Database as specified in Section 5.1.1.
 - 2.2.2 Contribute data to the Registry as provided in Section 4.1, subject to the approval of either the Institutional Review Board or an ethics or privacy officer or board (collectively referred to herein as an "IRB"), as required by the internal policies and procedures of such Member.
 - 2.2.3 Obtain and maintain for the duration of the Term its status as an end user of any software or other database management system or platform as required by the Steering Committee to access the Shared Data and to meet its obligations related to submission of De-identified Member Data to the Registry. Each Member shall be solely responsible for entering into and compliance with any third party contracts related to its status as an end user of any such software or database management systems or platforms, including without limitation for any liabilities associated therewith.
 - 2.2.4 Adhere to Consortium Policies and Procedures approved by the Steering Committee.
 - 2.2.5 Ensure the compliance of its Authorized Users with the requirements of the Consortium Policies and Procedures.
 - 2.2.6 Perform other responsibilities as determined by the Steering Committee.

In the event that the requirements of the Steering Committee would violate a Member's policies and procedures, such Member may petition the Steering Committee for an exception, which in such case will not be unreasonably withheld.

- 2.3 Membership Fees: Unless an exception is granted by the Steering Committee, Members will also pay membership fees or any other fees, as determined by the Steering Committee, within sixty (60) days of receiving an invoice. Any such fees shall be commercially reasonable.
- 2.4 Additional Membership Benefits: A Member will have access to Shared Data as set forth in Section 5.2 and 5.3.

3. Governance of the Consortium.

3.1 Steering Committee:

3.1.1 Composition: The Steering Committee shall be comprised of a representative from each Member appointed in accordance with Section 3.1.2, as well as certain non-voting experts in registry development and maintenance ("Experts") to be appointed by the Chair or Co-Chairs of the Steering Committee, as the case may be, from time to time. The number of Experts on the Steering Committee shall not exceed three (3) at any one time.

3.1.2 Representation: Each Member may appoint a representative to the Steering Committee, and may designate one other individual to act as proxy for meetings that the Steering Committee representative is unable to attend. Steering Committee representatives will be at a level within his or her Member organization to be able to substantially influence such Member regarding decisions made by the Steering Committee, and will have direct access to an individual with the authority to bind such Member for the purposes of decisions made by the Steering Committee.

3.1.3 Meetings: The Steering Committee will meet, either in person or by conference call, as determined by the Steering Committee.

3.1.4 Powers of the Steering Committee:

3.1.4.1 By majority vote, which must include the affirmative votes of the Founding Members, the Steering Committee has the authority to:

- 3.1.4.1.1 Establish Consortium goals and strategic direction.
- 3.1.4.1.2 Create and supervise additional teams or committees to advise and support the Steering Committee.
- 3.1.4.1.3 Admit and remove Members.
- 3.1.4.1.4 Set membership or other fees, as appropriate, and approve any exceptions to payment of such fees.
- 3.1.4.1.5 Terminate the Consortium in accordance with the terms and conditions set forth in Section 11.
- 3.1.4.1.6 Approve Consortium Policies and Procedures, including without limitation requirements related to the database platform and IT requirements in connection with the Registry and any Member Database.
- 3.1.4.1.7 Approve relocation of the Registry and the Shared Data (subject to the terms regarding location in Section 8.5).
- 3.1.4.1.8 Appoint a provider of Services as set forth in Section 11.6.

- 3.1.4.2 By majority vote, the Steering Committee has the authority to:
 - 3.1.4.2.1 Approve Member-Initiated Research protocols in accordance with the terms and conditions of this Agreement and the Consortium Policies and Procedures.
 - 3.1.4.2.2 Exercise all other authority not in conflict with this Agreement.
- 3.1.4.3 The Steering Committee does not have the authority or right to do or authorize anything that is in conflict with this Agreement or to amend this Agreement, except as specified in Section 12.10.
- 3.1.5 Steering Committee Leadership: There shall initially be Co-Chairs of the Steering Committee, who shall be the representatives of the Founding Members. After a period of two (2) years from the Effective Date, a subsequent Chair will be elected by a majority vote of the Steering Committee from among the representatives of the Members. Each subsequent Chair shall serve a term of two (2) years and until his or her successor is elected by a majority vote of the Steering Committee. In all cases, a Chair may be re-elected for a subsequent term. In the event that either of the Founding Members terminates participation in the Consortium before the two (2) year anniversary of the Effective Date, the Chair of the Steering Committee shall be the representative of the Founding Member that continues as a Member of the Consortium. In the event that a Member terminates participation in the Consortium during the period that such Member's representative is serving as the Chair of the Steering Committee, a vote shall be held promptly to elect his or her successor.

4. Data Sharing Requirements.

- 4.1 Data Submission: Each Member will submit to the Registry such De-Identified Member Data as are required by the Steering Committee from time to time, which shall initially be at least quarterly, in accordance with the requirements set out in the Consortium Policies and Procedures related to the submission of such data. Unless otherwise determined by the Steering Committee or prohibited by applicable law or the Member's applicable IRB, each Member shall include in such De-Identified Member Data information on all of its patients, if any, undergoing hyperbaric oxygen treatment. The Steering Committee has the authority to grant exceptions to the Member Data submission requirements. Each Member further acknowledges and agrees that it shall be responsible for the De-Identification of its Member Data to prepare for submission to the Registry at its own expense, and warrants that it shall not submit any Member Data which has not been De-Identified for inclusion in the Registry.
- 4.2 Ownership: Each Member continues to own the Member Data it submits to the Registry, subject to the rights and licenses granted to other Members by this Agreement, and nothing in this Agreement shall be construed to transfer ownership of any such Member Data.
- 4.3 Compliance with Laws: Each Member is responsible for determining whether submission of its De-Identified Member Data to the Registry complies with the laws and regulations applicable in such Member's jurisdiction, including without limitation any federal, state, provincial, local or other laws, and for obtaining any necessary authorizations therefor.

5. Use of Member Data Submitted to the Registry.

- 5.1 Creation of Member Databases and the Registry:
 - 5.1.1 Each Member will create and store its own Member Data in a database developed at each such Member site (a "Member Database"). Any such databases will be developed in accordance with the requirements set out by the Steering Committee and with the database protocols and templates included in the Consortium Policies and Procedures. Each Member will be responsible for maintaining its own Member Data,

and for complying with any federal, state or local laws and for compliance with any policies of such Member institution in relation to the development and maintenance of a Member Database, including without limitation obtaining any IRB or other approvals therefor, as applicable.

- 5.1.2 Geisel/D-H will develop the Registry to hold the Shared Data. Members will have access to Shared Data as set forth in Sections 5.2 and 5.3 below. The Parties acknowledge that no Member names will be available in relation to Shared Data. Each Member will determine its appropriate Authorized Users to access the Registry. As between the Parties, the Parties hereto acknowledge and agree that the Registry and the Registry Infrastructure shall be jointly owned by Geisel/D-H.
- 5.1.3 Each Member retains responsibility for ensuring compliance with any of its own policies and procedures with respect to the maintenance of the Member Database, provision of Member Data and the use of Shared Data, as applicable.
- 5.2 Use of Shared Data by Members: Geisel/D-H will make Shared Data available to Members through the Registry for purposes of identifying research cohorts or other activities to prepare for research, or for quality improvement activities, subject to the following terms and conditions:
 - 5.2.1 Each Member may use Shared Data pursuant to this Section 5.2 only for internal uses. Members may not release Shared Data to parties who are not Members of the Consortium, nor include such Shared Data in any Member-Initiated Research or in any publication except in accordance with the terms and conditions of Sections 5.3, 5.6 and 6 of this Agreement.
- 5.3 Use of Shared Data for Member-Initiated Research: Members may use Shared Data for Member-Initiated Research subject to the following terms and conditions:
 - 5.3.1 Before Shared Data may be used for Member-Initiated Research, the Steering Committee must approve the Member-Initiated Research. The procedures for submitting and receiving approval for Member-Initiated Research will be as described in the Consortium Policies and Procedures.
 - 5.3.2 Member-Initiated Research projects shall be undertaken with the oversight of an IRB as required in accordance with applicable law.
- 5.4 No Sale of Data: The Consortium and its Members will not sell, transfer, license, use or disseminate Shared Data for any purpose not expressly defined by this Agreement or approved by the Steering Committee. A sale does not include receipt of research or other grant funding to support Member-Initiated Research undertaken by one or more Members.
- 5.5 Use of Member Data with Member Consent: No Member Data may be used for purposes not set forth in this Agreement or not otherwise authorized pursuant to Section 5.6 without the written consent of the Member from which such Member Data has originated.
- 5.6 License to Use Data: Each Member grants to the other Members a perpetual, worldwide, non-exclusive, royalty-free, and fully paid-up right and license to access and use such Member's Member Data as incorporated in the Shared Data only for the purposes permitted by this Agreement. Sublicenses to use such Member Data may not be granted to third parties except as approved by the Steering Committee in connection with a Member-Initiated Research project. Any such sublicense will contain such provisions as are necessary to ensure the proper handling of Shared Data by such third party in accordance with the terms of this Agreement and any applicable Data Security Regulations. A Member does not assign or convey to any other Member any right, interest or ownership of or to such Member's Member Data, other than as expressly provided in this Agreement. The licenses granted in this Section shall survive the termination, expiration or rescission of this Agreement.

6. Publications.

- 6.1 Dissemination: With respect to Member-Initiated Research using Shared Data approved by the Steering Committee pursuant to Section 5.3.1 above, the Steering Committee shall not impose restrictions on disclosure or publication which conflict with the policies or procedures of the individual Member seeking to disclose or publish the results of such research, except as expressly provided in this Agreement or as required by applicable law.
- 6.2 Blinding Source of Data in Publications and External Communications: A publication or other external communication related to the use of Shared Data may not list the name, location and other geographic data, ranking, or Confidential Information of a Member as being the source of any particular data that is included in the Shared Data without such Member's consent.
- 6.3 Acknowledgments: Any publication including Shared Data must acknowledge the author's institution's participation in the Consortium, and acknowledge that the research utilized Shared Data. The specific language required will be specified in the Consortium Policies and Procedures.
- 6.4 Disclaimers: All publications will contain disclaimers required by the Consortium Policies and Procedures.

7. Intellectual Property.

- 7.1 Copyrights in Registry Materials: Geisel/D-H will jointly hold the copyright on any Consortium Website, including without limitation the design, graphics, and visual elements therein and the compilation thereof, as well as the compilation of Shared Data that makes up the content of the Registry, to the extent that the Shared Data qualifies as a compilation of Member Data pursuant to 17 U.S.C. §101 *et seq.* Such joint ownership shall be equally held unless otherwise agreed by Geisel and D-H. Notwithstanding the foregoing, Geisel/D-H do not and shall not, by virtue of the foregoing rights in any design, graphics, visual elements database, or other compilation, obtain any additional independent rights in or to the individual works or data which comprise such compilation.
- 7.2 Member-Initiated Research:
- 7.2.1 Retention of Intellectual Property Rights: Each Member shall retain all Intellectual Property Rights in all inventions and other materials developed during Member-Initiated Research. Inventorship of any inventions or other materials developed through Member-Initiated Research will be determined in accordance with the agreement between the Member and other participants in the Member-Initiated Research, if any, or, if such agreement is silent, (x) with respect to patentable inventions, according to U.S. patent law, and (y) with respect to works of authorship that are not patentable, according to U.S. copyright law.
- 7.2.2 Royalties, License Fees and Access Fees: This Agreement does not require a Member to pay a license fee or royalty for use of the Shared Data for Member-Initiated Research. However, in determining whether to approve a Member-Initiated Research project using Shared Data, the Steering Committee may impose an access fee if a Member will use Shared Data for research involving an organization that is not a Member of the Consortium. This fee will be set by the Steering Committee.
- 7.3 Member Data: A Member's Member Data are not treated as Intellectual Property for purposes of this Section 7. The terms and provisions related to use of Member Data are in Section 5 (Use of Member Data Submitted to the Registry) and Section 6 (Publications).

- 7.4 Limited Transfer of Rights: Right to Engage in Other Activities: Except as otherwise expressed in this Agreement, no Intellectual Property rights are conveyed, assigned, granted, transferred or licensed hereunder without the express agreement by a Member's authorized representative. Each Member agrees that, subject to the other Members' Intellectual Property rights and the obligations of confidentiality and restrictions of use contained in this Agreement, nothing within this Agreement prohibits any of the other Members from (i) creating any product or service having similar functionality, programming, coding or look and feel as any other Member's products and services, or (ii) having similar discussions with other entities or entering into any relationship or agreement related to the general subject matter hereunder.
- 7.5 Disputes Regarding Intellectual Property: Any disputes between Members regarding Intellectual Property that result from the use of Shared Data will be presented to the Steering Committee for suggested resolution. Any disputes not so resolved will be subject to the mediation provision at Section 12.14.

8. Geisel/D-H Services.

- 8.1 Performance of Services: Subject to the provisions of the following two sentences, Geisel/D-H will jointly perform Services (as defined below) on behalf of the Consortium, with the allocation of duties to be undertaken by each of Geisel and D-H to be agreed between them. Each of Geisel and D-H shall be entitled to perform such Services alone at such time as they shall agree that one of them shall do so, commencing immediately upon notice thereof to all the other Members. In such event, for purposes of this Agreement, commencing on the date of such notice the term "Geisel/D-H" shall mean with respect to the Services (as defined below) either Geisel or D-H, as applicable, who is identified in such notice as the Party that shall perform the Services alone. Such Services shall include: (i) the development of the Registry and the running and ongoing maintenance and the hosting of the Shared Data, (ii) data management, and (iii) other services as required (collectively, "Services"), all as approved from time to time by the Steering Committee and agreed to by Geisel/D-H. Geisel/D-H will perform its Services under this Agreement in a timely, professional and workmanlike manner.
- 8.2 Consent for Geisel/D-H Use of Data: Each Member hereby grants to Geisel/D-H a worldwide, non-exclusive, royalty-free, perpetual and fully paid-up right and license to access and use such Member's Member Data during the Term of this Agreement for the purposes of performing the Services.
- 8.3 Payment for Services: Geisel/D-H and the Steering Committee may set a fee schedule for the Services, which may be amended or modified from time to time.
- 8.4 Security Requirements for the Registry: Geisel/D-H will implement appropriate administrative, technical and physical safeguards to prevent unauthorized use or disclosure of the Shared Data. Geisel/D-H shall not be obligated to host any data in the Registry that has not been De-identified.
- 8.5 Location of Shared Data: All Shared Data will be hosted by Geisel/D-H or outsourced to a subcontractor to be hosted at a third-party location. If Geisel/D-H utilizes a subcontractor for data storage, Geisel/D-H will require that the subcontractor comply with all of the security requirements of this Section 8.

9. Liability, Insurance and Warranties.

- 9.1 Indemnification and Insurance:
- 9.1.1 To the maximum extent permitted by law, each Member (the "Indemnifying Member") will indemnify, defend, and hold harmless the other Members (each, an "Indemnified Member") and each such Indemnified Member's respective affiliates, subsidiaries,

agents, representatives, directors, trustees, officers, employees and subcontractors, from and against such portion of damages, penalties, fines and expenses, including reasonable attorneys' fees and settlement costs, as applicable (collectively "Losses"), resulting from any demand, suit, action, or proceeding brought by a third party (collectively, "Claim") to the extent attributable to the negligence, willful misconduct, or non-performance of an obligation under this Agreement or its Exhibits, of the Indemnifying Member or any of its affiliates, subsidiaries, agents, representatives, directors, trustees, officers, employees and subcontractors, except to the extent such Losses are attributable to the negligence, willful misconduct, or non-performance of an obligation under this Agreement or its Exhibits of such Indemnified Member or any of its respective affiliates, subsidiaries, agents, representatives, directors, trustees, officers, employees or subcontractors. For clarity, the indemnification obligation set forth in this Section 9.1.1 shall include the obligation of each Member to indemnify, defend and hold harmless Geisel/D-H and any other Member, as applicable, for any Losses resulting from any Claim related to the submission of Member Data by such Member which has not been De-identified in accordance with the requirements of Section 4.1.

- 9.1.2 The Indemnifying Member shall have the right to exercise reasonable control over any Claims within the scope of its indemnification obligations under Section 9.1.1; provided, however, that the Member seeking indemnification shall have the right to participate in any litigation or other proceeding insofar as it concerns Losses against them. The foregoing right to participate shall include the right to select and retain counsel to represent such Member at its expense. If a Member becomes aware of any Losses arising from a Claim which it believes is indemnifiable under Section 9.1.1, such Member shall give the Indemnifying Member prompt notice of such Claim. If such Member fails to notify the Indemnifying Member promptly, the Indemnifying Member shall be relieved of its obligation to indemnify under 9.1.1 to the extent the Indemnifying Member is prejudiced by the delay in notice. All Members seeking indemnification shall cooperate to the extent necessary in the defense of any Claims within the scope of Section 9.1.1. In the event the Indemnifying Member does not undertake to defend any Claim that is the subject of Section 9.1.1, the Member seeking indemnification shall have the right to defend such Claim at the expense of the Indemnifying Member. No Member who has assumed the defense of any Claim shall settle the Claim without the consent of the Indemnifying Member or the Member seeking indemnification, as the case may be, which consent shall not be unreasonably withheld, conditioned or delayed.
- 9.1.3 The provisions of Sections 9.1.1 and 9.1.2 shall constitute the sole and exclusive remedy of each Indemnified Member and its respective affiliates, subsidiaries, agents, representatives, directors, trustees, officers, employees or subcontractors with respect to any Losses arising from any Claim.
- 9.1.4 Insurance: Except as otherwise provided in any New Member Agreement, Member agrees to, and shall require any subcontractors and/or consultants to, to secure and maintain in conjunction and connection with its performance of this Agreement, a policy or policies of insurance or self-insurance, including: (i) comprehensive general liability insurance with a limit of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate; and (ii) professional liability insurance with combined single limits of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate. If any of the aforementioned insurance policies of a Member are written on a claims-made basis, such Member warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time this Agreement is terminated. Each Member agrees to furnish to any other Member a certificate of insurance indicating the required coverage upon request.

9.2 **LIMITATIONS OF LIABILITY.** IN NO EVENT WILL A PARTY OR MEMBER BE LIABLE TO ANY OTHER PARTY OR MEMBER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE SAKE OF CLARITY, THE MEMBERS ACKNOWLEDGE THAT ANY AND ALL AMOUNTS PAYABLE BY A MEMBER TO A THIRD PARTY, INCLUDING WITHOUT LIMITATION, PENALTIES OR FINES IMPOSED BY A GOVERNMENT AGENCY, WITH RESPECT TO A CLAIM BY A THIRD PARTY THAT IS SUBJECT TO INDEMNIFICATION BY THE MEMBER PURSUANT TO SECTION 9.1.1 OR ANY AMOUNTS PAYABLE BY A MEMBER IN CONNECTION WITH THE DEFENSE OF ANY SUCH CLAIM ARE DIRECT DAMAGES AND NOT SUBJECT TO THE PROVISIONS OF THE PRECEDING SENTENCE.

9.3 **Representations and Warranties:**

9.3.1 Each Member represents and warrants to the other Members that as of the Effective Date: (a) it possesses the legal authority to enter into this Agreement; (b) it possesses (or will possess at the time that such Member Data are contributed to the Registry) the required rights, consents, and permissions to use and to authorize the Consortium, Geisel/D-H and the other Members to use such Member's Member Data as necessary to exercise the licenses granted in this Agreement; (c) it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority and to lawfully authorize its undersigned signatory to execute, deliver and perform its obligations under this Agreement; (d) such Member's performance hereunder will not violate any provision of any agreement or violate or conflict with any other restriction of any kind or character to which such Member is a party or by which it is bound; and (e) with respect to the activities under this Agreement, it is, and will remain at all times during the Term, compliant with any applicable Data Security Regulations.

9.3.2 **DISCLAIMER.** NO MEMBER MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THERE ARE NO IMPLIED WARRANTIES. DATA ARE PROVIDED BY EACH MEMBER "AS IS" AND ANY USE OR RELIANCE THEREON WILL BE AT THE SOLE RISK OF THE OTHER MEMBERS.

10. Confidentiality.

10.1 **Applicable Definitions:** The following definitions apply for purposes of this Agreement:

10.1.1 "**Confidential Information**" means (i) all confidential or proprietary information provided by a Member or Party (including by any affiliate of such Member or Party) to another Member or Party, whether disclosed in writing, orally, electronically or visually, in any format in connection with this Agreement, which (x) if in tangible form, is marked as proprietary or confidential, (y) if in oral or visual form, is identified at the time of disclosure as proprietary or confidential, or (z) by its nature, or under circumstances surrounding its disclosure, should be reasonably considered confidential; or (ii) the provisions of this Agreement. Confidential Information, to the extent permitted by law, may include, but is not limited to, know-how, information regarding patents, products, services, patients, methods (including business methods), internal operating procedures, processes, inventions, and other information, whether disclosed orally or in the form of documents, drawings, schematics, layouts, samples, software, prototypes, information stored in electronic medium, or other form, data, and any and all intellectual property. For clarity, the identity of the Member from which any given Shared Data originates shall be considered Confidential Information under this Agreement.

- 10.1.2 "Disclosing Member" means a Member or Party whose Confidential Information is provided to other Members or Parties.
- 10.1.3 "Recipient Member" means a Member or Party that receives Confidential Information from or on behalf of the Disclosing Member or Party.

10.2 Disclosure of Confidential Information:

- 10.2.1 The Recipient Member shall hold in strict confidence, and shall not disclose to any person or entity, other than those described in this Agreement, any Confidential Information provided by the Disclosing Member to the Recipient Member without the prior written consent of the Disclosing Member.
- 10.2.2 The Recipient Member shall use such Confidential Information only for the purpose for which it was disclosed, and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the Disclosing Member. The Recipient Member shall disclose Confidential Information received by it under this Agreement to only those of its employees, agents, consultants and others acting on its behalf who both (i) have a need to know such Confidential Information in the course of the performance of their duties acting on behalf of the Recipient Member (collectively, "Representatives"), and (ii) are bound to protect the confidentiality of such Confidential Information.
- 10.2.3 Geisel/D-H or any successors thereto providing Services may disclose this Agreement, and with the approval of the Steering Committee, other Confidential Information, to third parties in connection with discussions regarding the potential membership of such third parties in the Consortium, provided that, with respect to Confidential Information other than the terms of this Agreement, such parties have entered into confidentiality agreements with Geisel/D-H or such successors on behalf of all the Members requiring such third parties to treat and use Confidential Information on substantially the same terms and conditions contained in this Agreement.
- 10.2.4 The Recipient Member shall be responsible for the acts and omissions of all of its Representatives and shall inform every Representative of the need to maintain the confidentiality of the Confidential Information and ensure that the obligation of confidentiality set forth herein is agreed to by such Representatives prior to providing Confidential Information to such Representatives. Any disclosure of Confidential Information to any party who is not a Representative as that term is defined herein shall not be made without the prior written approval of the Disclosing Member.
- 10.2.5 Other competitively sensitive information, including, but not limited to, accounting information, cost information, price information and/or other financial information will not be shared among the Members either under this Agreement or otherwise unless appropriate safeguards are in place and such sharing has been explicitly approved by antitrust counsel.
- 10.2.6 The obligations of non-disclosure and non-use set forth in this Section 10.2 shall survive and continue for a period of three (3) years following the termination of this Agreement.
- 10.2.7 For clarity, neither a Member's Member Data nor the Shared Data shall be treated as Confidential Information for purposes of this Section 10. The terms and provisions related to the use of Member Data and Shared Data are in Section 5 (Use of Member Data Submitted to the Registry) and Section 6 (Publications).

10.3 Exceptions: Confidential Information shall not include the following:

- 10.3.1 Information already in a Recipient Member's possession prior to the execution of this Agreement which possession is documented by the Recipient Member (unless such information has been clearly labeled or defined as Confidential Information or is subject to an earlier confidentiality agreement to which the Recipient Member is subject) or available to the public or became available to the public through no fault of the Recipient Member;
 - 10.3.2 Information that a Recipient Member legitimately receives from a third party who has a legal right to disclose such information;
 - 10.3.3 Information in the public domain;
 - 10.3.4 Information that is independently developed by the Recipient Member without use of or reliance on the Disclosing Member's Confidential Information;
 - 10.3.5 Information that the Recipient Member discloses pursuant to judicial, regulatory or statutory mandate, provided that the Recipient Member promptly notifies the Disclosing Member of such disclosure prior to release of Confidential Information to afford the Disclosing Member adequate opportunity, to the extent legally permissible, to review and if the Disclosing Member deems appropriate, to contest such disclosure.
- 10.4 Ownership of Confidential Information: The Recipient Member agrees that the Disclosing Member is and shall remain the exclusive owner of Confidential Information of the Disclosing Member disclosed to the Recipient Member and all patent, copyright, trademark, confidential and other intellectual property rights therein. No license or conveyance of such rights to the Recipient Member is granted or implied, other than as expressly set forth in this Agreement.
- 10.5 Return of Documents: Upon termination of this Agreement or earlier request of Disclosing Member, the Recipient Member shall return to the Disclosing Member or immediately destroy, all documents and other tangible manifestations in whatever form of Confidential Information received by the Recipient Member pursuant to this Agreement (and all copies and reproductions thereof), provided however that the Recipient Member may retain one copy in a secure location solely for the purpose of determining compliance with this Agreement and applicable law, For clarity, the Members and their Representatives shall be entitled to retain copies of this Agreement at all times.
- 10.6 Equitable Relief. Each Member agrees that, in the event injunctive or other equitable relief is appropriate to enforce compliance with the provisions of this Section 10, then such relief shall be in addition to any other remedies available to the aggrieved party and the aggrieved party shall be entitled to seek such equitable relief without the requirement of any bond or security and without the necessity of having to establish the failure of legal remedies.

11. Term and Termination.

- 11.1 Term: The Term of this Agreement begins on the Effective Date. The Agreement and the Consortium will continue until the Agreement is terminated by majority vote of the Steering Committee, which must include the affirmative vote of the Founding Members, or until there is only one Member remaining in the Consortium, whichever occurs earlier.
- 11.2 Member Termination of Participation: A Member may terminate its participation in the Consortium without cause with thirty (30) days advance notice to all other Members, which such notice shall be effective upon notification by such Member of its intention to terminate to the Steering Committee. In addition, if any Member is a nonprofit, tax-exempt organization, if any part or all of this Agreement is determined to jeopardize the overall tax-exempt status or conflicts with the academic mission of such Member and/or any of its exempt affiliates, then

such Member will have the right to terminate its participation in this Agreement immediately. Further, if any legislative or regulatory decision materially affects the ability of a Member to perform a material provision of this Agreement, the affected Member shall be entitled (i) to request that the Members renegotiate in good faith to amend this Agreement as necessary and (ii) if the other Members decline to renegotiate or if such negotiations are not successful within a reasonable period of time, to terminate its participation in this Agreement immediately.

- 11.3 Steering Committee Termination of Member's Participation for Cause: If a Member violates a material term of this Agreement or if a Member takes any action that would jeopardize the Consortium in the opinion of the Steering Committee, the Steering Committee may send a notice of breach to the Member. If the Member does not cure the breach to the Steering Committee's satisfaction within sixty (60) days of receipt of the notice of breach, the Steering Committee may terminate the Member's participation in the Consortium by majority vote, which must include the affirmative vote of the Founding Members.
- 11.4 Geisel/D-H Termination of Services:
- 11.4.1 Geisel/D-H may terminate its Services as described in Section 8 without cause with six (6) months advance notice to all other Members. Geisel/D-H also may terminate its Services for cause, including but not limited to the failure to pay any amounts due to Geisel/D-H for its Services, by sending a notice of breach to all other Members. If a breaching Member does not cure the breach to Geisel/D-H's satisfaction within sixty (60) days of receipt of notice, Geisel/D-H may terminate its Services immediately upon notice to all other Members.
- 11.4.2 If Geisel/D-H terminates the performance of Services under this Section 11.4, each of Geisel and/or D-H may remain a Member of the Consortium with all the rights and obligations that each such Party has under this Agreement as a Member.
- 11.5 Steering Committee Termination of Geisel/D-H Services: If Geisel/D-H violates a material term of Section 8 of this Agreement, the Steering Committee may send a notice of breach to Geisel/D-H. If Geisel/D-H does not cure the breach to the Steering Committee's satisfaction within sixty (60) days of receipt of notice, the Steering Committee may terminate Geisel/D-H Services by majority vote, such termination to be effective immediately upon notice to Geisel/D-H. If the Steering Committee terminates Geisel/D-H's Services under this Section 11.5, each of Geisel and D-H may remain a Member of the Consortium with all the rights and obligations that each such Party has under this Agreement as a Member.
- 11.6 Disposition of Data upon Termination of Geisel/D-H Services: Promptly following the termination of Geisel/D-H Services in accordance with Sections 11.4 or 11.5 above, the Registry and any and all Shared Data therein shall be transferred to a party appointed by the Steering Committee to provide the Services. Upon any such transfer, the Members and the subsequent provider of Services shall negotiate in good faith to amend this Agreement in accordance with Section 12.10 below and/or enter into such additional terms as are appropriate and necessary to ensure the continued operation of the Registry and the security and preservation of any Shared Data therein. If no party acceptable to the Steering Committee can be identified to provide the Services, this Agreement and the Consortium shall terminate effective immediately upon the termination of the provision of Services by Geisel/D-H.
- 11.7 Disposition of Data upon Termination of Participation by a Member: When a Member's participation in the Consortium terminates under this Section 11, such Member's De-Identified Member Data will remain in the Registry. After termination, a Member's De-Identified Member Data may be used to validate research findings and to fulfill obligations related to Member-Initiated Research approved before termination of that Member's participation and/or for any future Member-Initiated Research as may be approved by the Steering Committee after termination of that Member's participation.

- 11.8 Rights after Withdrawal or Termination: If a Member's participation in the Consortium is terminated, the Member will no longer have any rights under this Agreement, other than those included in the Survival of Terms provision in Section 12.16.
- 11.9 Disposition of Data upon Termination of the Consortium: The Registry shall terminate immediately upon any termination of this Agreement or the Consortium. Upon such termination, any Shared Data in the Registry shall be disposed of by Geisel/D-H as agreed between Geisel and D-H in accordance with standard practices.

12. Miscellaneous.

- 12.1 Applicability of this Agreement to Consultants and Contractors: Members shall ensure that any and all work performed by any consultants, subcontractors, independent contractors, and other third parties engaged by such Member to provide services or perform activities in furtherance of this Agreement are consistent with the applicable terms hereof. This Section 12.1 does not otherwise grant to any such consultants, subcontractors, independent contractors, or third parties any rights or licenses.
- 12.2 Independent Contractor Status: Nothing in this Agreement shall make the Members partners, joint venturers or otherwise associated in or with the business of the other. Each Member is an independent contractor engaged in the operations of its own respective business, no Member shall be considered to be the agent, master or servant of any of the other Members for any purpose whatsoever, no Member has any general authority to enter into any contract, or incur any debts or other obligations, on behalf of, any of the other Members, and no Member shall be liable for any debts, accounts, obligations or other liabilities of the other Members except as specifically provided herein. Neither the Consortium, nor any Member-Initiated Research, is a partnership or a joint venture.
- 12.3 Use of Name: No Member will use the name of any other Member in any advertising, publicity or promotional materials distributed to the public or in any manner that states, suggests or implies any affiliation, sponsorship or endorsement with, of or by the other Member, unless and except as consented to in writing by the other Member in each case. For purposes of this Section 12.3, the "name" of the other Member is intended to mean any name or image of the other Member or any of its personnel or any designation, abbreviation, contraction, simulation, words or symbol by which the other Member or any of its personnel can be identified. A "name" will also mean any trademark, service mark or logo. Notwithstanding the foregoing, a Member may accurately acknowledge the role of any other Member in descriptions of the Consortium, in publicly accessible lists of research conducted by Member, in publications or presentations under Section 6, and in grant applications and internal, noncommercial reports.
- 12.4 Notices: Any notice under this Agreement will be in writing and will be deemed given as of the date it is: (a) delivered by hand to the receiving Member, or (b) mailed, postage prepaid, first class, registered mail, return receipt requested, to the receiving Member at its address listed below, or (c) sent, shipping prepaid, return receipt requested, by commercial courier service, to the receiving Member at its address listed in the signature block. A Member may by written notice to all other Members specify a substitute address for itself for notice purposes.
- 12.5 Compliance with Laws and Regulations:
- 12.5.1 Each Member will comply with all federal, state, and local laws and regulations applicable to such Member. It is understood that if any Member-Initiated Research is funded by any grant or other funding, the Member-Initiated Research may be subject to contracts or obligations upon which such grants or funding are contingent or provided. The Members agree that the provisions of this Agreement are intended to be interpreted and implemented so as to comply with all applicable laws, governmental

rules, regulations, and guidance; however, in the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the Members agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event that a majority of the Members are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, a Member may terminate this Agreement on thirty (30) days written notice to the other Members.

- 12.5.2 Each Member certifies that it has not been debarred under the provisions of the Generic Drug Enforcement Act of 1992, or other applicable government regulations, and that it will not knowingly employ or engage as a contractor, in connection with any work to be performed under this Agreement, any individual who has been so debarred.
- 12.5.3 Each Member certifies that it has not and shall not knowingly employ or engage as a contractor any individual in connection with any work to be performed under this Agreement who has been: (a) suspended, excluded, or debarred under Medicare, Medicaid or any other federal or state assisted program; (b) placed on the sanctions list issued by the Office of the Inspector General of the Department of Health and Human Services pursuant to the provision of 42 U.S.C. § 1320a(7) or excluded from government contracts by the General Services Administration, or (c) convicted of a crime relating to healthcare or a felony.
- 12.6 Assignment: A Member may not assign, transfer or delegate its rights or obligations under this Agreement to any third party without approval of the Steering Committee by majority vote, which approval shall not be unreasonably withheld. Any assignment, transfer or delegation in violation of this provision shall be void. Any assignment or transfer of rights or this Agreement will require an assumption of duties and obligations by the assignee or transferee.
- 12.7 Force Majeure: If a Member is delayed or hindered in, or prevented from, the performance of any act required under this Agreement for any reason beyond such Member's direct control, including but not limited to, strike, lockouts, labor troubles, governmental or judicial actions or orders, riots, insurrections, war, acts of God, or inclement weather (each a "Force Majeure Event") then such Member's performance shall be excused for the period of the Force Majeure Event. A Member affected by a Force Majeure Event shall promptly notify the other Members of such Event.
- 12.8 Governing Law: This Agreement shall be governed by, and construed in accordance with, the law of the State of New Hampshire, regardless of any law that might otherwise govern under applicable principles of conflicts of laws thereof.
- 12.9 Entire Agreement: This Agreement and its Exhibits represent the entire understanding between the Members, and supersedes all other agreements, express or implied, between the Members as to its subject matter.
- 12.10 Amendment of Agreement: This Agreement may be amended by a majority of the Members to this Agreement, if such amendment also is approved by the Steering Committee by majority vote, which must include the affirmative votes of the Founding Members. If the Agreement is so amended and a Member will not sign such amendment, such Member may terminate its participation in the Consortium and withdrawal from this Agreement without advance notice.
- 12.11 Waiver: The failure of a Member in any instance to insist upon the strict performance of the terms of this Agreement will not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the Member's failure to insist upon strict performance or at any time in the future, and such terms will continue in full force and effect.
- 12.12 Severability: The provisions of this Agreement will be deemed severable. If any provision in this Agreement is invalid or unenforceable in any jurisdiction in which this Agreement is

performed, then the meaning of that provision will be construed or limited, to the extent feasible, to render the provision valid and enforceable, and if no feasible interpretation or limitation would save such provision, it will be severed from the remainder of this Agreement which will remain in full force and effect. If such provision is severed, the Members will use their respective reasonable efforts to negotiate a substitute, valid and enforceable provision that most nearly effects the Members' original intent.

- 12.13 Construction: This Agreement represents the wording selected by the Members to define their agreement and no rule of strict construction will apply against or in favor of either Member. All titles and section headings contained in this Agreement are inserted only as a matter of convenience and reference. They do not define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.
- 12.14 Dispute Resolution: In the event of any dispute relating to this Agreement, the disputing Members will comply with the following dispute resolution procedure:
- 12.14.1 Settlement Meeting: Representatives of the disputing Members will meet to discuss the dispute and to seek a resolution of the dispute (the "Settlement Meeting"). A disputing Member may trigger this requirement by giving notice to the other disputing Members of the need for a Settlement Meeting. The Settlement Meeting will be held at a location and at a time acceptable to all of the disputing Members. If they cannot agree on the location, then the location will be at the offices of the Member delivering the notice. If they cannot agree on a time, then the Member delivering the notice will reasonably designate a time with reasonable accommodation to the schedules of the disputing Members.
- 12.14.2 Non-Binding Mediation: If the dispute is not resolved or settled to the satisfaction of all disputing Members within thirty (30) days of the first day of the Settlement Meeting, then the matter shall be mediated in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation. There will be one mediator. The mediator will be selected by the disputing Members. If they cannot agree on the mediator, then the American Health Lawyers Association will select a mediator. The mediation will be conducted at the location of the Member that delivered the dispute notice at a reasonable time and place designated by the mediator. The mediation will be nonbinding. The fees and cost of the mediator and mediation will be evenly shared by the disputing Members, except that each disputing Member will be entirely responsible for its own attorneys' fees, expert witness fees, consultant fees, and travel expenses, and any other costs and expenses incurred for the benefit of that Member and not the other disputing Members.
- 12.14.3 Litigation: If the dispute is not resolved or settled to the satisfaction of all disputing Members within thirty (30) days of the initiation of mediation, then the dispute may be litigated in any court of competent jurisdiction. No such litigation may be initiated by a disputing Member until after said thirty (30) days.
- 12.15 No Third Party Beneficiaries: Nothing in this Agreement or its Exhibits will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 12.16 Survival of Terms: The following sections will survive termination of the Agreement: Sections 4.1 (last sentence) (Data Submission), 4.2 (Ownership), 4.3 (Compliance with Laws), 5 (Use of Member Data Submitted to Registry), 6 (Publications), 7 (Intellectual Property), 8.4 (Security Requirements for the Registry), 9.1.1 - 9.1.3 (Indemnification), 9.1.4 (Insurance – to the extent of any post-termination obligations thereunder), 9.2 (Limitations of Liability), 9.3.2 (Disclaimer), 10 (Confidentiality), 11.6 (Disposition of Data upon Termination of Geisel/D-H Services), 11.7 (Disposition of Data upon Termination of Participation by a Member), 11.8 (Rights after

Withdrawal or Termination), 11.9 (Disposition of Data upon Termination of the Consortium), 12.1 (Applicability of this Agreement to Consultants and Contractors), 12.3 (Use of Name), 12.4 (Notices), 12.6 (Assignment), 12.8 (Governing Law), 12.9 (Entire Agreement), 12.11 (Waiver), 12.12 (Severability), 12.13 (Construction), 12.14 (Dispute Resolution), 12.15 (No Third Party Beneficiaries), 12.17 (Execution), and this Section 12.16 (Survival of Terms). In addition, any rights or obligations accruing prior to termination, including the rights of one or more non-breaching Members against one or more breaching Members, will survive termination of this Agreement.

- 12.17 Execution: This Agreement may be executed in any number of duplicate counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. For purposes of this Agreement, the Members intend and agree that a signed copy delivered by facsimile or electronically shall be treated by the Members as an original of this Agreement and shall be given the same force and effect. The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Member for whom they are signing.

[Rest of page left intentionally blank]

AGREED TO AND ACCEPTED BY:

Geisel School of Medicine

Signature:

Duane A. Compton

Name:

Duane A. Compton, Ph.D.

Title:

Interim Dean, Geisel

Date:

10/19/2016

Address

For Notice:

One Rope Ferry Rd, Hanover, NH 03755

AGREED TO AND ACCEPTED BY:

Dartmouth-Hitchcock Clinic

Signature:



Name:

ED MERRENS

Title:

CHIEF CLINICAL OFFICER

Date:

Nov 15, 2016

Address

For Notice: One Medical Center Drive, Lebanon, NH 03756

AGREED TO AND ACCEPTED BY:

Mary Hitchcock Memorial Hospital

Signature:



Name:

ED MERRENS

Title:

CHIEF CLINICAL OFFICER

Date:

Nov 15, 2016

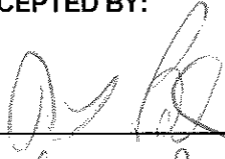
Address

For Notice: One Medical Center Drive, Lebanon, NH 03756

AGREED TO AND ACCEPTED BY:

Elliot Hospital

Signature:



Name:

W. Gregory Baxter, MD

Title:

Sen. Vice President, Medical Affairs & CMO

Date:

11/1/16

**Address
For Notice:**

185 Queen City Avenue, Manchester, NH 03101

EXHIBIT A: Hyperbaric Oxygen Treatment Registry Consortium New Member Agreement

This Hyperbaric Oxygen Treatment Registry Consortium New Member Agreement ("New Member Agreement"), effective as of _____ ("Effective Date"), is by and between _____ ("New Member"), doing business at _____, and the parties to the Hyperbaric Oxygen Treatment Registry Consortium Agreement, as amended (the "Consortium Agreement").

New Member wishes to participate in the Hyperbaric Oxygen Treatment Registry Consortium (the "Consortium"). In consideration for its participation in the Consortium, New Member agrees to be bound by all of the covenants, obligations, terms and conditions contained in the Consortium Agreement between the Geisel School of Medicine ("Geisel"), Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, acting jointly as Dartmouth-Hitchcock (collectively, "D-H"), and Elliot Hospital, and any other party that has signed a New Member Agreement.

For purposes of this New Member Agreement, the parties intend and agree that a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this New Member Agreement and shall be given the same force and effect.

In witness whereof, New Member has caused this New Member Agreement to be executed by its authorized agent:

Signature: _____
Name: _____
Title: _____
Date: _____
Address
for Notice: _____

Acknowledgement of New Member Admission:

Signature of Steering Committee Co-Chair or Designee:

Printed Name: _____
Date: _____

Signature of Steering Committee Co-Chair or Designee:

Printed Name: _____
Date: _____