Participation in the
ACR National Radiology Data Registry

Your facility has indicated its willingness to participate in the American College of Radiology’s (ACR’s) National Radiology Data Registry (NRDR). This registry is comprised of a group of registries, each collecting different but specific data and “housed” under the umbrella of NRDR. If you wish to participate in any of the registries it is required that you review, date and sign a Participation Agreement which details the obligations of NRDR and the obligations of your facility as it relates to the operations of the NRDR.

In order to facilitate the submission of your data to NRDR, the ACR has developed a Participation Agreement for your use. **The attached Participation Agreement, without modification, must be signed and returned to the NRDR Administrator before your facility can enter data in the registry.**

Please return the properly executed Agreement to:

Lu Meyer  
NRDR Administrator  
American College of Radiology  
1891 Preston White Drive  
Reston, VA 20191

or fax to:  
ATTN: Lu Meyer, NRDR Administrator - (703) 264-5287
NRDR AGREEMENT BY AND BETWEEN THE AMERICAN COLLEGE OF RADIOLOGY AND

This Agreement is made this _______ day of _________________, 2010, between the American College of Radiology (ACR) and _____________________________ (“Participant”). ACR and Participant shall be referred to herein collectively as the “Parties” and individually as a “Party.”

Whereas, ACR has developed the American College of Radiology National Radiology Data Registry (NRDR), to collect and report on standardized national data related to radiologic, therapeutic or imaging information with the purpose to improve the quality of patient care.

Whereas, the NRDR permits comparisons of Participant data with national or regional summary data to aid Participants in their efforts to improve patient care;

Whereas, for purposes of this Agreement, Participant is defined as a single geographic location or facility.

Whereas, Participant desires to participate in the NRDR to contribute to the overall quality of patient care through quality assurance and improved peer review;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1) Participant hereby agrees to participate in the NRDR and ACR hereby agrees to permit Participant to participate in the registry as provided herein. For purposes of this Agreement a Participant is defined as a single facility or practice located in a discrete geographic area that is enrolled in the NRDR through a Participant Agreement and eligible to submit relevant data to the registry.

2) Participant Responsibilities

   a. Participant agrees to furnish clinical data for a twelve (12) month period following execution of this Agreement in a manner consistent with the requirements of each registry in which Participant agrees to participate. Any additional requirements for a particular registry will be determined by a subsequent addendum to this Agreement. The aggregate data from participation in the various registries will be entered into NRDR.

   b. Participant’s data collection will be performed by staff trained through ACR’s training program promptly after any such training program is made available by ACR to Participant.

   c. Participant will designate a Facility Administrator who will serve as the primary point of contact for participation in any of the registries and will supervise the data collection, confirm the accuracy of the data, receive the confidential reports and act as direct liaison with ACR. The ACR recommends that the Facility Administrator be an experienced clinical professional such as a senior level Registered Nurse or a similarly trained and qualified person with quality improvement experience; and if ACR determines that any Facility Administrator is not sufficiently trained or credentialed in this manner, Participant will identify an alternate individual to serve in that capacity.
d. Participant agrees that its submitted data may be audited for accuracy and completeness by or on behalf of ACR. Participant understands and agrees that auditing may include an onsite review of patient medical records and additional supporting documentation. The onsite audit process will consist of an audit of randomly selected charts and an evaluation of the process for data collection. In the event that a Participant is selected for an audit, the initial audit will be at the expense of the ACR and Participant agrees to cooperate in such audit through making available documentation and access to Participant’s staff. Participant agrees that if an audit process or the application of threshold criteria find the data do not conform to ACR standards, as a condition of continued participation in NRDR, the Participant shall submit within forty-five (45) days of notice of the audit an action plan, in a form acceptable to ACR, to correct such data issues, as well as, in ACR’s sole discretion, submit to an onsite audit conducted by a third party auditor chosen by the ACR at the Participant’s sole expense. Furthermore, the non-conforming data submitted by the Participant will be withheld from the NRDR database for national reporting purposes, until such data is brought up to standard and re-submitted to the ACR by the Participant. Moreover, during any such correction period, while Participant may receive information comparing its data to general data from the registry, ACR makes no representation or warranty concerning the reliability of any such comparison or the conclusions Participant may draw from it.

e. Participant shall maintain appropriate procedures to safeguard data confidentiality in compliance with applicable law. Participant will be solely responsible for any and all of its acts or omissions regarding the privacy and security of the data it furnishes hereunder. Participant shall maintain appropriate liability insurance for its acts and omissions under this paragraph.

f. Participant will promptly deactivate the NRDR user account of any staff member who is no longer employed by the participant or any staff member whose responsibilities no longer require access to NRDR. Participant is responsible for the actions of any former staff member or current staff member who accesses the NRDR account without proper authority.

3) ACR Responsibilities

a. ACR agrees to accept Participant’s clinical data, subject to review by ACR, except where the submitted data does not conform to this Agreement including without limitation the data quality standards established by NRDR as updated from time to time by ACR. In such cases, ACR reserves the right to either reject the data submission in its entirety, or to limit the use of such data, if it does not meet ACR’s required standards, both with respect to new data and as set forth in Section 2d.

b. ACR agrees to generate institutional reports for the registry based on Participant’s submitted data and make reports available to Participant through the NRDR website. Reports include aggregated demographic, general procedural information and patient outcomes as appropriate in a form made available by ACR to Participant and as updated by ACR from time to time. Data Quality Reports will be made available on the website semi-annually. National reports will also be made available on a semi-annual basis.

c. ACR agrees to produce and periodically revise the data elements, definitions and formats used by the registry. Participant will be notified of any such revisions.
d. ACR will provide a self-training document to guide Participant’s data collection activities. ACR will analyze the Participant’s submitted data records by means of electronic data checks, consistency checks and range checks to review data accuracy and completeness, and return Data Quality Reports to Participant semi-annually. All reasonable efforts will be made by ACR to communicate with Participant’s Facility Administrator to assist the Participant in providing the submitted data.

e. ACR may, at its option, audit Participant’s submitted data to review its accuracy and completeness. ACR will notify Participant within forty five (45) days of the completion of the audit process (completion and return of data from the auditor) of the results of the audit and any action that the Participant may need to take as a result of the audit and may take any actions in response as provided in Section 2d of this agreement.

f. ACR will accept unique physician identifiers for each record submitted to the NRDR by Participant.

4) Use of Names and Logos

a. Without the express prior written consent of ACR, Participant shall not make any announcements concerning the matters set forth in this Agreement, use the word or symbol, ACR or NRDR or any trademarks or service marks of ACR or make any reference to ACR in any advertising or promotional material, letterhead, symbol or logo, or other communication that is not strictly internal to participant, or in any other manner, including, without limitation, press releases or lists.

b. Without the express prior written consent of Participant, ACR shall not use the Participant’s logos, trademarks or service marks of Participant.

5) Data and Copyright Ownership

a. All Intellectual Property Rights and title to all proprietary information in and rights to any software, database, NRDR, any data submitted and accepted by ACR for use in the NRDR, aggregate data and the compilation of the same with any other data received in connection with the NRDR and any derivative works using the registry including, without limitation, any reports, calculations and models based thereon, including without limitation all copyrights, patent rights, trademarks, trade secret rights, and any other rights and interest in any of the foregoing shall be and remain at all times for all purposes with ACR. For purposes of this Agreement, “Intellectual Property Rights” means all, or any intermediate version or portion, of any formulas, processes, outlines, algorithms, ideas, inventions, know how, techniques, intangible, proprietary and industrial property rights and all intangible and derivative works thereof, including without limitation any and all now known or hereafter existing, in and to (i) trademarks, trade name, service marks, slogans, domain names, uniform resource locators or logos; (ii) copyrights, moral rights, and other rights in works of authorship, including, but not limited to, compilations of data, (iii) patents and patent applications, patentable ideas, inventions and innovations; (iv) know-how and trade secrets; and (v) registrations, applications, renewals, extensions, continuations, divisions or reissues of the foregoing. Once Participant data is accepted by ACR into NRDR for analysis and reporting, this data becomes part of the NRDR aggregate data and it cannot be retracted from the NRDR by Participant. Information to which ACR has access or ownership
under this Section 5 shall not be considered Confidential Information to be returned to Participant under Section 8.

b. If Participant desires to publish or otherwise distribute or use, in whole or in part, any aggregate data or reports provided by ACR or produced in connection with or derived from NRDR, with the exception of strictly internal use within the Participant as defined in Section 1, Participant must first obtain the prior express written consent of ACR. To the extent Participant is permitted to publish aggregate data, such aggregate data and any related information published in connection with it must be reviewed and approved by ACR prior to publication.

6) At the time of execution of this Agreement Participant will pay ACR a one-time registration fee of five hundred dollars ($500). At the time of activation of the first registry Participant will pay a fee of between five hundred dollars ($500) and ten thousand dollars ($10,000), depending on the number of radiologists and sites in the participant’s facility or practice. At the time of activation of each additional registry, Participant will pay a fee of between five hundred dollars ($500) and ten thousand dollars ($10,000), depending on the number of radiologists and sites in the participant’s facility or practice, subject to a 10% discount. The individual registry participation fees are payable annually. For certain registries the one-time registration fee maybe waived and the annual participation fee maybe rediscounbed. Please see the attached 2010 NRDR Participation Fee Schedule for all current discounts. All fees are non-refundable.

7) This Agreement shall be effective until December 31, 2010 then renew automatically for additional one (1) year terms unless the Participant provides ACR with ninety (90) days advance written notice of its desire to terminate this Agreement in its entirety or withdraw from participation in any of the other registries. If the first annual fee is for a period of less than one-full year the fee will be prorated.

a. Either Party may terminate this Agreement without cause by providing the other with at least ninety (90) days written notice.

b. ACR reserves the right to immediately terminate this Agreement and Participant’s participation in NRDR if it determines that any one year of the Participant’s data are noncompliant with NRDR standards or otherwise unacceptable for inclusion in NRDR national reporting data. ACR may, in its sole discretion, provide the Participant with the opportunity to cure the inadequate data as stated in Section 2d without affecting ACR’s rights to terminate this Agreement under this Section or otherwise.

c. Upon termination of this Agreement Participant agrees that it shall not use NRDR software or the NRDR dataset for collecting and reporting data or any other purpose without ACR’s express written consent, except as necessary to wind down Participant’s participation in the registry.

8) Confidentiality

a. For the purposes of this Agreement, “Confidential Information” means any software, material, data or business, financial, operational, customer, vendor and other information disclosed by one Party to the other and not generally known by or disclosed to the public or known to the receiving Party solely by reason of the negotiation or performance of this Agreement, and shall include, without limitation, the terms of this Agreement. Each Party shall maintain all of the other Party’s Confidential Information in strict confidence and will protect such information with the same degree of care that such Party exercises with its own Confidential Information, but in no event
with less than a reasonable degree of care. Except as provided in this Agreement, a Party shall not use or disclose any Confidential Information of the other Party in any manner without the express prior written consent of such Party. Access to and use of any Confidential Information shall be restricted to those employees and persons within a Party’s organization with known discretion and with a need to use the information to perform such Party’s obligations under this Agreement. A Party’s consultants, subcontractors and business partners shall be included within the meaning of “persons within a Party’s organization,” provided that such consultants, subcontractors and business partners have executed a non-disclosure or confidentiality agreement with provisions no less stringent than those applicable to such Party under this Agreement, and such Party shall make such signed agreements available to the other Party upon request. Notwithstanding anything herein to the contrary, Confidential Information shall not include information that is: (a) already known to or otherwise in the possession of a Party at the time of receipt from the other Party and that was not known or received as the result of violation of any obligation of confidentiality; (b) publicly available or otherwise in the public domain prior to disclosure by a Party; (c) rightfully obtained by a Party from any third party having a right to disclose such information without restriction and without breach of any confidentiality obligation by such third party; (d) developed by a Party independent of any disclosure hereunder, as evidenced by detailed written records made in the normal course of Participant’s business during the development process; or (e) disclosed pursuant to the order of a court or administrative body of competent jurisdiction or a government agency, provided that the Party receiving such order shall notify the other prior to such disclosure and shall cooperate with the other Party in the event such Party elects to legally contest, request confidential treatment, or otherwise avoid such disclosure.

b. Except as otherwise provided herein, all of a Party’s Confidential Information disclosed to the other Party, and all copies thereof, shall be and remain the property of the disclosing Party. All such Confidential Information and any and all copies and reproductions thereof shall, upon the expiration or termination of this Agreement for any reason, or within fifteen (15) days of written request by the disclosing Party, be promptly returned to it, or destroyed, at the disclosing Party’s direction. In the event of such requested destruction, the Party receiving such request shall provide to the other Party written certification of compliance therewith within fifteen (15) days of such written request. Notwithstanding the provisions of this Section 8, any information governed by Section 5a shall be governed, respectively, by that Section of this Agreement, as applicable.

9) Indemnification

a. ACR will indemnify, defend, and hold Participant harmless from any third party claim, demand, cause of action, lawsuit or proceeding brought against Participant based upon any gross negligence or willful misconduct on the part of ACR. Such indemnification may include: (1) reasonable attorneys’ fees and costs associated with defense of such claim; (2) damages and costs finally awarded; and (3) the cost of any settlement entered into by ACR. Such indemnification obligation is contingent on Participant (i) notifying ACR of any such claim within thirty (30) days of Participant’s notice of such claim, (ii) providing ACR with reasonable information, assistance and cooperation in defending the lawsuit or proceeding (to the extent requested by ACR), and (iii) giving ACR full control and sole authority over the defense and settlement of such claim. ACR will not enter into any settlement or compromise of any such claim without Participant’s prior consent, which shall not be unreasonably withheld.

b. Participant will indemnify, defend, and hold ACR and ACR’s employees, officers, directors, agents, contractors and business partners (collectively the “ACR Indemnitees”) harmless from
any third party claim, demand, cause of action lawsuit or proceeding brought against one or more ACR Indemnitees based upon (1) any errors or inaccuracies contained in the data as delivered by Participant to ACR; (2) any medical treatment, diagnosis or prescription rendered by Participants or its agents (including physicians and healthcare professionals); (3) Participant failing to have all rights in the data necessary to use the NRDR and to disclose such information to ACR; (4) the use of Registry report in connection with any quality assurance, peer review, or similar administrative or judicial proceeding, and (5) any claim that is based, in whole or in part, on a breach of any warranty, representation or covenant made by Participant under this Agreement, including but not limited to any third party lawsuit or proceeding brought against ACR or any of the ACR Indemnitees based upon a claim that any data submitted by Participant infringe any third party rights. Participant’s indemnification will include (i) all attorneys’ fees and costs associated with defense of such claim; (ii) all damages and costs finally awarded; and (iii) the full cost of any settlement entered into by Participant.

10) The aggregate liability of ACR Indemnitees under this Agreement for any and all claims and causes of action including without limitation any action predicated on indemnification as set forth in Section 9a above, shall be limited to and not exceed the amount of any fees paid by Participant in the year the liability arose, regardless of whether ACR has been advised of the possibility of such damages or any remedy set forth herein fails of its essential purpose or otherwise. The ACR Indemnitees shall not be liable for any other damages or costs, including costs of procurement of substitutes, loss of profits, loss of activity data or other information, inability to access the services or software, interruption of business, or for any other special, consequential or incidental damages, however caused, whether, without limitation, for breach of warranty, contract, tort, infringement, negligence, strict liability or otherwise. Participant acknowledges that the NRDR fees and business model reflects this allocation of risk. Participant agrees it will take no legal action against ACR, ACR’s subcontractors, ACR business partners, software or other Participants.

11) All notices and demands of any kind or nature which either Party to this Agreement may be required or may desire to serve upon the other in connection with this Agreement shall be in writing, and may be served personally, by registered or certified United States mail, or by overnight courier (e.g., Federal Express, DHL, or UPS) to the following addresses:

If to the Participant: _______________________
_______________________
_______________________
_______________________
_______________________

With a copy to: _______________________
_______________________
_______________________
_______________________
_______________________

If to ACR: ATTN: Lu Meyer, NRDR Administrator
American College of Radiology
1891 Preston White Drive
Reston, VA 20191
Service of such notice or demand so made shall be deemed complete on the day of actual delivery. Any Party hereto may, from time to time, by notice in writing served upon the other Party as aforesaid, designate a different mailing address or a different person to which all further notices or demands shall thereafter be addressed.

12) The relationship of the Parties to this Agreement is that of independent contractors and not that of master and servant, principal and agent, employer and employee, or partners or joint venturers.

13) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

14) A waiver by either Party to this Agreement of any of its items or conditions in any one instance shall not be deemed or construed to be a general waiver of such term or condition or a waiver of any subsequent breach.

15) All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable by a court of competent jurisdiction then the rest of the Agreement shall remain in full effect, provided that its general purposes remain reasonably capable of being effected.

16) This Agreement and any subsequent addendums executed by the Parties (a) constitute the entire Agreement between the Parties with respect to the subject matter; (b) supersede and replaces all prior agreements, oral or written, between the Parties relating to the subject matter; and (c), except as otherwise indicated, may not be modified or otherwise changed in any manner except by a written instrument executed by both Parties.

17) The following sections of this Agreement survive its termination, for any reason: Sections 4, 5, 8 and 9.

18) The parties agree there are no third party beneficiaries, intended or otherwise, to this Agreement, including without limitation, patients of the Participant.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the _____ day of ___________, 2010:

AMERICAN COLLEGE OF RADIOLOGY

Date: ________________  By: ___________________________________  
Title: ____________________________________________

PARTICIPANT

Date: ________________  By: ___________________________________  
Title: ____________________________________________
2010 NRDR PARTICIPATION FEE SCHEDULE

<table>
<thead>
<tr>
<th>Registry</th>
<th>One-time registration fee</th>
<th>Annual participation fee for 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRID, CTC, NMD, ICE</td>
<td>$500</td>
<td>$500-$2,000*</td>
</tr>
</tbody>
</table>

*$500-$2000 is the normal (non-discounted) fee and is determined by the number of radiologists at the facility.

<table>
<thead>
<tr>
<th>Number of Radiologists</th>
<th>Annual fee for first registry (other than NOPR)</th>
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</thead>
<tbody>
<tr>
<td>1 - 5</td>
<td>$500.00</td>
</tr>
<tr>
<td>6 - 15</td>
<td>$750.00</td>
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<tr>
<td>16 - 25</td>
<td>$1,000.00</td>
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<tr>
<td>26 - 35</td>
<td>$1,250.00</td>
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<tr>
<td>36 - 45</td>
<td>$1,500.00</td>
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<tr>
<td>46 - 55</td>
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<tr>
<td>&gt; 55</td>
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</table>

Discount for participation in each additional registry: 10%
## 2011 NRDR PARTICIPATION FEE SCHEDULE

<table>
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