ICHOM
International Consortium for
Health Outcomes Measurement

ICHOM Organizational Membership Terms and Conditions

October 30, 2026

1. Introduction

1.1 The ICHOM Organizational Membership program is organized and managed by the International Consortium for Health Outcomes Measurement ("ICHOM"). ICHOM is a registered 501(c)(3) incorporated organization. USA Employer Identification Number (EIN): 46-0854621.
1.2 The "Agreement" consists of these Terms and Conditions and the confirmation to which they are attached (the "Confirmation"). The Agreement details the terms on which you agree to become an Organizational Member. Please read the Agreement carefully and make sure you understand it before signing. You understand that by signing the Confirmation, you agree to be bound by the terms of the Agreement.
1.3 For the purpose of this Agreement, references to "you" or "your" will be in reference to the organization named on the Confirmation (which may also be referred to as the "Organizational Member"). References to "our", "we" and "us" will be in reference to ICHOM.
1.4 You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written approval, whether by merger, change of control, by operation of law or otherwise.

2. ICHOM Obligations and Core Benefits

2.1 We shall provide the Organizational Member benefits set forth on the Confirmation, encompassing the following four value elements:

- **Guidance:** Access to monthly CORE Services workshops led by ICHOM experts, Member Exchanges, and case studies.
- **Infrastructure:** Upon receipt of payment, immediate access to designated components of the VISTA suite, including data dictionaries and implementation standards.
- **Influence:** Opportunities to participate in ICHOM Board elections, present case studies at international conferences, and gain global VBHC recognition.

- **Network:** Access to member directories, professional networking environments, and member-price conference passes.

2.2 We hereby provide you with a non-transferable, non-exclusive right to use the ICHOM Organizational Member logo solely to promote your membership status. You may only use this logo without modification and consistent with the official ICHOM brand guidelines.

3. VISTA Suite Terms of Use

3.1 As part of the Infrastructure benefits, your Organizational Membership includes access to the ICHOM VISTA suite of resources. Depending on your selected membership tier, this may include VISTA Sets, Dictionaries, Flows, Indicators, and other components in development.

3.2 **Non-Commercial Use Only:** Access to the ICHOM VISTA suite of resources is provided strictly for non-commercial use. You may utilize these tools internally to inform, implement, and standardize outcomes measurement within your own organization and your controlled affiliates. The VISTA resources may not be resold, repackaged, or commercialized in any third-party product or service without a separate commercial agreement. Access to and use of the VISTA resources is limited to you and your controlled affiliates.

3.3 Third-Party Materials: The VISTA suite may reference or include patient-reported outcome measures (PROMs), questionnaires, scoring algorithms, code systems, and other materials owned by third parties ("Third-Party Materials"). Your membership does not grant any license to use Third-Party Materials. You are responsible for obtaining any licenses, permissions, or translations required by the relevant rights holders, and for paying any associated fees, before using Third-Party Materials. Licensing notices provided within VISTA are for information only, and ICHOM makes no representation or warranty regarding the availability, terms, or cost of such licenses.

4. Individual Membership Allocation and Terms

4.1 Your Organizational Membership includes a number of individual memberships as set out in the Member Confirmation. You are responsible for identifying and allocating these memberships to staff members within your organization.

4.2 **Personal and Non-Transferable:** Each allocated individual membership is personal to the approved individual, non-transferable to other users once active, and not assignable outside your organization.

4.3 **Individual Benefits:** Named members will receive access to member-only virtual learning events, site visits, event recordings, and the ICHOM Member Directory (subject to privacy preferences). Membership benefits do not constitute formal certification or endorsement by ICHOM.
4.4 **Privacy and Member Directory:** ICHOM processes personal data in accordance with applicable data protection laws and its Privacy Policy. Profile information of named members (such as name, organization, role, and professional interests) may be made visible to other members through the ICHOM Member Directory to support collaboration and networking. Individual members will have the ability to manage their visibility and communication preferences, including opting out of the directory.
4.5 **Member Conduct:** ICHOM reserves the right to suspend or terminate any individual membership if the member provides false information, misrepresents their status, or engages in conduct that may harm the reputation of ICHOM.

4.6 Voting rights: Each Organizational Membership is entitled to one vote in ICHOM Member-Elected Board elections. Voting rights are assigned exclusively to the organization's designated primary contact and do not extend to other individuals covered by the membership.

4.7 Member registration: The organization must nominate a primary contact and provide the names and contact details of all individuals to be included under its membership. These individuals will be registered as ICHOM Members and granted access to the relevant membership benefits. You confirm that you have notified those individuals and are permitted to share their details with ICHOM.

5. Payment Terms and Renewal

5.1 Your payment to ICHOM shall be due within thirty (30) days after the invoice date, which will be generated upon signing this agreement. Membership benefits will only be activated upon receipt of payment.
5.2 Fees are exclusive of taxes. If withholding is required by law, you will gross up the payment so that ICHOM receives the full invoiced amount.
5.3 **Annual Renewal:** Organizational Membership operates on a rolling annual basis and is valid for twelve (12) months from the date of activation. The Membership will automatically renew each year for a subsequent twelve (12) month term unless cancelled prior to the renewal date. You will receive at least thirty (30) days' notice before your membership is renewed. ICHOM may adjust

fees for a renewal term on at least 60 days' notice.

6. Cancellation and Termination

6.1 **Cancellation:** You may cancel your membership at any time. Cancellation will prevent future annual renewals but will not affect the current 12-month membership term. Membership fees are non-refundable once the membership has been activated.
6.2 **Termination for Cause:** Either party has the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that the other:

- Has committed a material breach of any of its obligations under this Agreement (including failure to pay any amounts due) and has not remedied such breach within fourteen (14) days of being required to do so by written notice; or
- Ceases or threatens to cease to carry on business, is unable to meet its debts, has an administrator or receiver appointed, or makes an application for the protection of its creditors.

6.3 Upon expiry or termination of this Agreement, the parties agree that our obligations to provide any further Organizational Membership benefits (including access to the VISTA suite and individual member benefits) shall immediately cease.

6.4 Sections 3.2, 3.3, 7, 8, 9 and 10, and any payment obligations accrued before termination, survive expiry or termination of this Agreement.

7. Limitation of Liability

7.1 Our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with this Agreement or otherwise in connection with the Membership, shall be limited to the annual fee paid by you for the current term.
7.2 We shall not be liable to you for any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill, or any special, consequential, punitive, or other indirect damages.
7.3 Nothing in this Agreement shall limit or exclude a party's liability for death or personal injury caused by its negligence, fraud, or any other liability which cannot be limited or excluded by applicable law..

8. Confidentiality

8.1 Each party will treat all non-public information (which is confidential in nature) obtained from the other party pursuant to this Agreement in confidence and shall use such confidential information solely for the purpose of performing its obligations under this Agreement or exercising its rights.
8.2 Confidential information shall not include any information that is or becomes publicly available without any breach by the receiving party, is received from a third party not bound by confidentiality obligations, or is independently developed.

9. Intellectual Property Rights

9.1 All materials provided through membership, including VISTA Suite architectures, API access, event recordings, presentations, and documents, remain the exclusive intellectual property of ICHOM or its licensors (and, in the case of Third-Party Materials, their respective owners, as described in Section 3.3) You shall not acquire any rights in these materials other than the explicit, non-commercial use rights granted in this Agreement.
9.2 You agree to indemnify us and keep us indemnified from and against all claims, expenses, demands, damages, and costs arising out of a claim that our use of your intellectual property rights (e.g., your organizational logo) infringes on the intellectual property rights of any third party.
9.3 You agree to indemnify us against any claim arising from your use of Third-Party Materials without a required license.
9.4 Except for the express grants of rights set forth herein, neither party grants any licence or right to use any intellectual property, by implication, estoppel or otherwise.

9.5 You grant ICHOM a non-exclusive right to use your name and logo to identify you as an Organizational Member

10. Governing Law

10.1 The courts of the state of Massachusetts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions. This Agreement is governed by the laws of the Commonwealth of Massachusetts.

INTERNATIONAL CONSORTIUM FOR HEALTH OUTCOMES MEASUREMENT, INC.

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Health Outcomes Measurement

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