



WEB SITE HOST LETTER OF AGREEMENT

PREAMBLE

The American College of Radiology (ACR) is the owner, developer, and creator of a Web server. Several state chapter affiliates of the ACR have expressed an interest in developing Web sites to serve the interests of their members and seek assistance from the ACR in developing and posting their Web sites on the ACR Web server. Under such an arrangement, ACR as the Internet service provider would act as the host for the state chapter. The parties have found such an arrangement to be in their best interests and agree as follows:

1. ACR shall serve as the host for a Web site belonging to the CHAPTER NAME (Chapter). As the host, ACR will provide the Chapter no more than 1 gigabyte of disk space on the ACR Web server. Such space will be for the exclusive use of CHAPTER DOMAIN. The cost for this hosting service is fifty dollars (\$50.00) per month.
2. The Chapter shall be the owner of any domain name obtained on its behalf pursuant to this agreement. Upon the expiration or termination of the agreement, ACR shall cooperate with the Chapter to facilitate the transfer of any domain name as directed by the Chapter.
3. Host services provided by ACR at no cost will include two (2) mail forward addresses, and InterNIC name registration and all basic server configuration requirements. ACR also agrees to provide the Chapter with necessary technical support during normal business hours to operate the Web site. Further, ACR agrees that it will keep the Web site operational Monday through Friday from 8:00 am – 5:00 pm. There is a reasonable expectation of the Web site being operational twenty-four (24) hours a day, seven (7) days a week, except for customary downtime for repair and maintenance.
4. ACR agrees to develop HTML pages and maintain the Chapter Web site. The cost for this service is one hundred (\$100.00) per hour. However, the Chapter may elect to design its own HTML pages and maintain its Web site without incurring any costs. The Chapter shall be the owner of any HTML pages or other Web site content developed on its behalf by ACR. To the extent ACR develops Web site content for the Chapter such developed work shall be deemed “work for hire” and the Chapter shall own the copyright to such work.
5. **Applications.** The basic hosting package offered by the ACR will include a calendaring application and disk space for photographs. Requests for additional applications will be addressed on a case-by-case basis. If the Chapter wishes to exceed basic applications offered in this Agreement, additional costs will be incurred at the rate of one hundred (\$100.00) per hour, to include time spent on developing estimates. In addition, excessive storage requirements may incur additional fees.
6. **Access.** There will not be telnet or dialup access. Read-only SFTP access will be available to the Web site’s log directory. Read/write SFTP access will be available to the Web site’s Web directory. All data for content development must be provided in MS Word or text format. To the extent the Chapter elects to develop its own Web content pursuant to Paragraph 4 of the

Agreement, the Chapter shall be entitled to furnish such content in HTML format or other format suitable for posting on the Web site and ACR agrees to cooperate with the Chapter or its developer in arranging for the transfer of the content to ACR for posting on the Web site. Graphics for development will be in jpg, tiff, gif or Photoshop format.

7. **Accounting.** ACR shall provide the chapter quarterly invoices for the monthly package fee. Additionally ACR shall provide an invoice for technical services provided during the preceding month based on the hourly costs mentioned above. All invoices are immediately due and payable upon receipt and considered delinquent if not paid in full within thirty (30) days of receipt. ACR reserves the right to disable the Chapter Web site if accounts are not kept current. ACR reserves the right to increase its hourly costs during any succeeding agreement year provided the Chapter is notified in writing of any such anticipated increase thirty (30) days prior to the new agreement year.
8. **Content.** The Chapter acknowledges that ACR as the host is not responsible for selecting, editing or monitoring the content of its Web site. The Chapter represents and warrants that the content it supplies to ACR for posting on its Web site does not infringe upon any statutory or common law copyright or violate any law or government regulation. ACR reserves the right to delete posted Web site material should the ACR find that such material is offensive, contrary to ACR policy or unlawful. Should the ACR delete any Web site material, the Chapter would be notified in writing as soon as possible.
9. **Indemnification.** The Chapter agrees to indemnify and hold harmless ACR, its employees, agents, officers and directors from any and all claims or lawsuits arising out of any act or omission resulting from the Chapter's negligence or misconduct arising from the material posted on its Web site. This indemnification includes, but is not limited to reimbursement of all costs, including attorneys' fees and any judgment or settlement incurred in the defense of the claim or lawsuit.

ACR agrees to indemnify and hold harmless the Chapter its employees, agents, officers and directors from any and all claims or lawsuits arising out of any act or omission of ACR regarding content on the Web site that allegedly violates the United States copyright laws or other intellectual property rights solely relating to any content developed by the ACR.
10. **Termination.** The terms of this Agreement shall commence on the date of execution below and shall continue for a period of one (1) year with automatic provision for renewal in additional one (1) year increments. Each party may terminate this Agreement upon thirty (30) days written notice. Upon the termination or expiration of the Agreement, ACR shall cooperate with the Chapter to facilitate the transfer of any and all content from the Chapter Web site as directed by the Chapter.
11. **Amendments.** Only mutually agreed upon written amendments to the Agreement will be considered valid.

By signature below, the parties certify that they have authority to execute this Agreement on behalf of their respective organizations.



Ann W. Rosser
Assistant Executive Director

Chapter President

Date

Date