

Vanderbilt Health

— AFFILIATED NETWORK —

Valued Member badge usage guidelines

- 3 Mission
- 4 Vision
- 5 Overview
- 6 The Vanderbilt Health Affiliated Network Badge
- 7 Size, Background and Placement
- 8 Examples
- 11 Descriptions for use in Web and Print
- 12 Authorized Use
- 13 Terms and Conditions
- 14 Contact

Vanderbilt Health Affiliated Network

is a provider-led organization whose mission is to inspire providers through evidence-based practice, innovation, and the relentless pursuit of quality and value to improve health.

Purpose

These guidelines ensure the Vanderbilt Health Affiliated Network brand maintains its stature, that all services provided by Vanderbilt Health Affiliated Network may share in the value of the brand, and that all members may contribute to the brand's value. Use the guidelines to assist in the preparation of communications materials. Because the logo is the most recognizable element of any corporate communication, it is important that we all use the Vanderbilt Health Affiliated Network badge in a consistent manner.

By adhering to these guidelines, we will also help people understand that all members are part of a larger cause—we are a unified network of quality providers.

Vision

Vanderbilt Health Affiliated Network will lead:

The transformation of health care delivery across the Mid-South by creating a network of health care providers dedicated to innovation in quality and access to care.

A high-quality network of providers, robust clinical infrastructure, and innovative products and services designed to deliver value to purchasers, providers, and populations.

The Vanderbilt Health Affiliated Network badge is the primary visual component used to identify and represent the members of the network.

The Vanderbilt Health Affiliated Network badge was created to visually express your participation in a network that is committed to quality, patient care and responsiveness.

The single most important rule governing the badge is that it may only be used to convey this message.

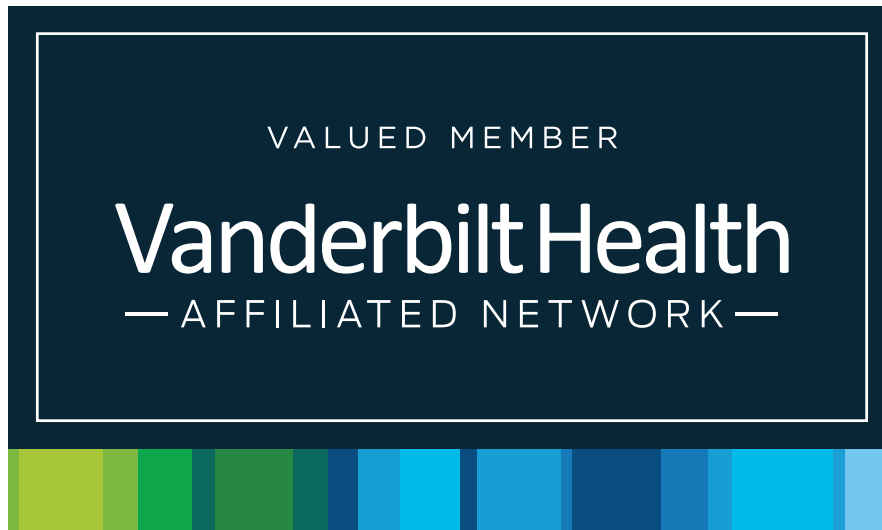
In the enclosed toolkit, you will find guidelines for using the Vanderbilt Health Affiliated Network badge. These guidelines are designed to facilitate a consistent and professional application of the badge.

Through uniform application, we ensure that we maximize the impressions made by every communication, thus contributing to the growing awareness and strength of the collaborative brand.

The badge may be obtained from the Vanderbilt Health Affiliated Network website, in the member-only section. It is provided in the following digital formats: EPS, JPEG, and PNG.

- ▶ EPS – is a vector file recommended for any type of professional printing.
- ▶ JPEG – is recommended for use on websites and other digital platforms.
- ▶ PNG – is optimized for PowerPoint usage.

Print-ready design files and printer specifications are also provided for some materials such as window clings and plaques.



The Vanderbilt Health Affiliated Network badge is proudly given to all valued members. The badge may be used related to services under your Participating Provider Agreement. It should be used in full-color on communication materials as a mark of quality.

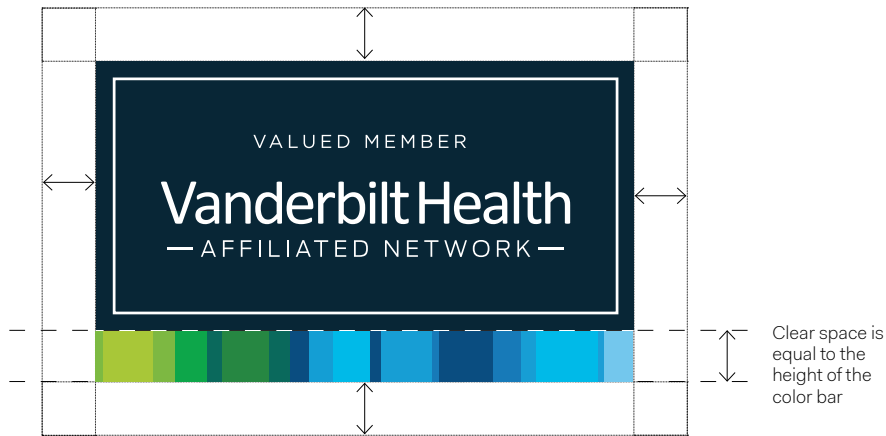
Some examples include:

- ▶ Print Advertisements
- ▶ Websites
- ▶ Stationery
- ▶ Exam-room flyers

Vanderbilt Health Affiliated Network members, however, are not permitted to use the badge on any promotional matter that is sold, either to members or non-members. Only Vanderbilt Health Affiliated Network can sell promotional materials using the badge.

By using the badge, we will be able to most clearly communicate our network's objectives in a visual manner, in front of an audience who may not be familiar with who we are.

Clear Space



It is important that the badge be surrounded by a minimum amount of clear space. The recommendation for the minimum amount of space is the height of the colored border at the bottom of the badge.

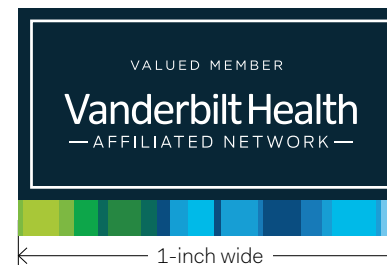
The clear space should be square around the full badge. All surrounding material should stand at least the height of the color bar away from the outermost part of the badge.

Background



The background should be white, off-white or a light, solid color.

Size



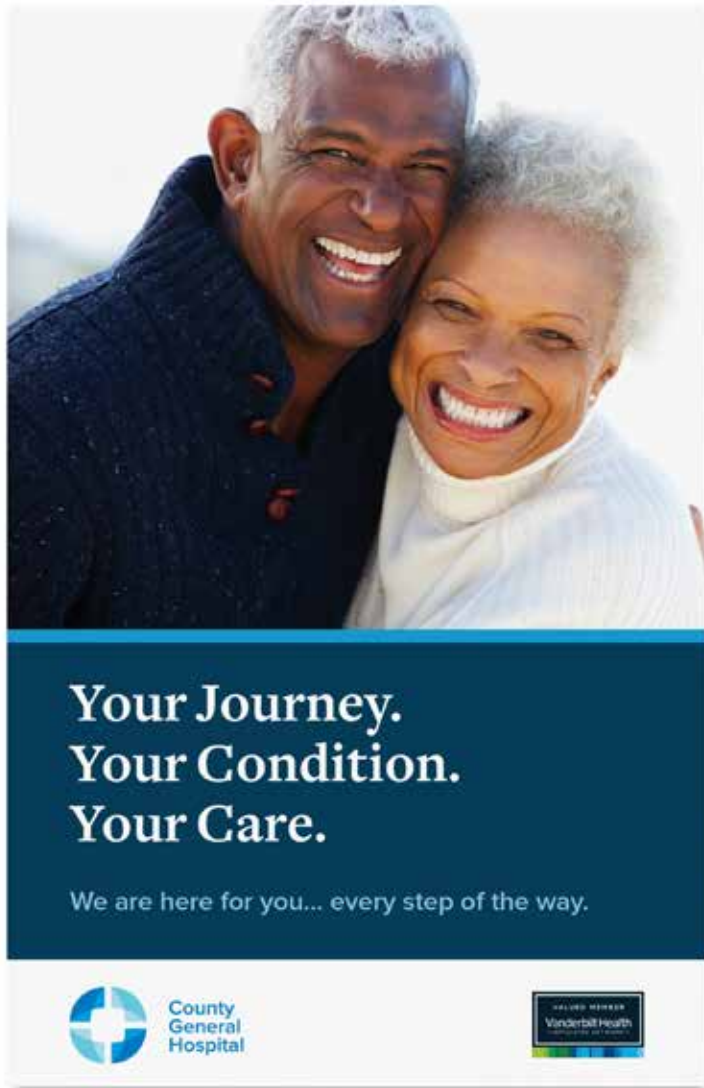
The minimum size for print materials is 1" wide. For web the minimum width is 96px.

How the badge may appear on materials

The suggested placement is in the bottom right corner or bottom center, whenever possible



Example: Badge placement on back of brochure



Example: Badge placement on ad, poster or flyer



Example: Badge placement on website



Example: Badge placement as window cling for front door of practice or other glass surface



Example: Badge placement on stationery

The following descriptions of Vanderbilt Health Affiliated Network may be used verbatim in print and online materials. These are subject to change. Check VHAN.com/descriptions for the most updated versions.

1. The Vanderbilt Health Affiliated Network is the largest provider-organized network of doctors, regional health systems and other health care providers in Tennessee and surrounding states. Network providers actively collaborate to provide patients with high-quality, efficiently coordinated and cost-effective health care services.

2. The Vanderbilt Health Affiliated Network is the largest health network in the region designed and directed by physicians. Vanderbilt Health Affiliated Network’s integrated network rewards providers for keeping people healthy, rather than just delivering services. It means that everyone in the network benefits from cost savings and better outcomes: patients, employers, physicians and hospitals.

3. **Higher quality care, better health, lower cost.**
 The Vanderbilt Health Affiliated Network is a network built around keeping people healthy, active and engaged. A network built by physicians who can influence how medicine is practiced by defining quality standards and holding themselves accountable. A network that delivers powerful data insights and reduces your costs.

Use of the Vanderbilt Health Affiliated Network Badge is permitted only to members who have entered into a Participation Agreement, have accepted and comply with the Member Terms of Use Agreement available at VHAN.com, who adhere to this Vanderbilt Health Affiliated Network Member Toolkit, and who are in good standing.

Any unauthorized use is prohibited. Unauthorized use by a member may result in the revocation of the right to use the Vanderbilt Health Affiliated Network Badge. Individuals who are not members may not use the Badge even if they are a member of a charter or licensed group.

You may use the Vanderbilt Health Affiliated Network Badge in connection with operating, marketing and/or fundraising for the facility or practice covered under your Participating Provider Agreement to indicate your participation in the Vanderbilt Health Affiliated Network Program.

For example, you may use the Vanderbilt Health Affiliated Network Badge as follows:

- ▶ Use the Badge on the your brochures to promote your facility or practice under your Participating Provider Agreement
- ▶ Use the Badge in advertisements to promote your facility or practice under your Participating Provider Agreement such as in newspapers, magazines and on websites
- ▶ Use the Badge on flyers promoting your facility or practice under your Participating Provider Agreement

- ▶ Use the Badge on websites or electronic media promoting your facility or practice under your Participating Provider Agreement
- ▶ Use the Badge on your stationery promoting your facility or practice under your Participating Provider Agreement

You are not authorized to use in connection with sites or services that are not under your Participating Provider Agreement. You are not obligated to use the Vanderbilt Health Affiliated Network Badge; however, you are not authorized to use a mark other than the Vanderbilt Health Affiliated Network Badge to designate your participation in the Vanderbilt Health Affiliated Network Program.

You are not authorized to place or to have placed the Vanderbilt Health Affiliated Network Badge on any merchandise products such as uniforms, mugs or t-shirts, regardless of whether such products are for use in connection with your services or practice, or are for sale or free distribution. You are not authorized to place, or authorize to be placed, the Vanderbilt Health Affiliated Network Badge on any promotional material that is sold, or any permanent signs.

This Member Terms of Use Agreement (**Terms of Use or Agreement**) govern use of the **Vanderbilt Health Affiliated Network Badge** by your organization (**Member or You**).

You agree to use the **Vanderbilt Health Affiliated Network Badge** only in connection with facilities or practices that are covered under your Participating Provider Agreement with Vanderbilt University, Vanderbilt University Medical Center or Vanderbilt Health Affiliated Network and with the terms and conditions set forth in the Vanderbilt Health Affiliated Network Member Toolkit (**Toolkit**).

Upon acceptance of the Terms of Use Vanderbilt Health Affiliated Network hereby grants you a non-exclusive, non-transferable right to use the Vanderbilt Health Affiliated Network Badge within the United States, in connection with offering health and medical services pursuant to and in compliance with the Participation Agreement and the Vanderbilt Health Affiliated Network Program (**Member Rights**). Individuals who are not members may not use the Badge even if they are a member of a charter or licensed group.

Members must agree to updates of the badge terms and conditions, should they be revised, or forfeit their rights to use the Vanderbilt Health Affiliated Network badge.

Use of the Vanderbilt Health Affiliated Network Badge

You may use the Vanderbilt Health Affiliated Network Badge on any medium that is applicable or customary, such as stationery, free marketing, advertising and promotional materials, exam room flyers, and on websites and social media sites to promote your facility or practice covered under your Participating Provider Agreement. For example, you may use the Vanderbilt Health Affiliated Network Badge as follows:

- ▶ Use the Vanderbilt Health Affiliated Network Badge on your brochures to promote your facility or practice covered under your Participating Provider Agreement
- ▶ Use the Vanderbilt Health Affiliated Network Badge in advertisements to promote your facility or practice, covered under your Participating Provider Agreement, such as in newspapers, magazines and on websites
- ▶ Use the Vanderbilt Health Affiliated Network Badge on flyers promoting your facility or practice covered under your Participating Provider Agreement
- ▶ Use the Vanderbilt Health Affiliated Network Badge on websites or electronic media promoting your facility or practice covered under your Participating Provider Agreement
- ▶ Use the Vanderbilt Health Affiliated Network Badge on your stationery promoting your facility or practice covered under your Participating Provider Agreement

You are not obligated to use the Vanderbilt Health Affiliated Network Badge; however, you are not authorized to use marks other than the Vanderbilt Health Affiliated Network Badge to designate your participation in the Vanderbilt Health Affiliated Network Program. You may not place, or authorize to be placed, the Vanderbilt Health Affiliated Network Badge on any products such as uniforms, mugs or t-shirts, whether for use in performance of services, retail sale or free distribution. You may not place, or authorize to be placed, the Vanderbilt Health Affiliated Network Badge on any promotional material that is sold.

You may not create a composite mark (combination mark) of the Vanderbilt Health Affiliated Network Badge or a third party mark together with the Vanderbilt Health Affiliated Network Badge, or alter the Vanderbilt Health Affiliated Network Badge in any way. For example, you shall not:

- ▶ Combine the Vanderbilt Health Affiliated Network Badge with another logo so as to create a composite logo
- ▶ Change the color, font, typeface, design or artwork included in the Vanderbilt Health Affiliated Network Badge
- ▶ Change the dimension of any element included in the Vanderbilt Health Affiliated Network Badge in relation to each other such as changing the size of only one or some elements of the Vanderbilt Health Affiliated Network Badge, or otherwise distorting the dimensions of the Vanderbilt Health Affiliated Network Badge

Rights to the Vanderbilt Health Affiliated Network Badge

You acknowledge and agree that you do not obtain any ownership rights to and in the Vanderbilt Health Affiliated Network Badge through these Terms of Use or otherwise, and that your rights regarding the Vanderbilt Health Affiliated Network Badge do not exceed the rights expressly granted in the Terms of Use and the Participation Agreement, and that any goodwill created through use of the Vanderbilt Health Affiliated Network Badge does not inure to your benefit.

You may not challenge the validity of the Vanderbilt Health Affiliated Network Badge, nor adopt any marks confusingly similar to the Vanderbilt Health Affiliated Network Badge while your Participation Agreement is in effect and for three (3) years thereafter. You may not register or apply to or attempt to register any mark, trade name, corporate name, domain name or social media identifier that corresponds to the Vanderbilt Health Affiliated Network Badge or VANDERBILT HEALTH AFFILIATED NETWORK.

You are responsible for ensuring that everyone within your organization involved in using the Badge complies with this Agreement.

Indemnification

You agree to defend, indemnify and hold harmless Vanderbilt University, Vanderbilt University Medical Center and Vanderbilt Health Affiliated Network and their affiliates, officers, board members, trustees, directors, employees, agents and representatives from and against all claims, demands, damages, disputes, proceedings, losses and expenses (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from any breach by you of this Agreement.

Termination

The Members Rights may be terminated if you fail to comply with the Terms of Use or the Participation Agreement. After being notified of a breach, if you fail to cure or otherwise remedy such breach within thirty (30) calendar days after you have received written notice of non-compliance, the Member Rights may be immediately terminated. Upon termination of the Member Rights, you will have ninety (90) calendar days to cease use of the Vanderbilt Health Affiliated Network Badge on all digital or electronic materials and to cease production of any tangible materials bearing the Vanderbilt Health Affiliated Network Badge. You shall have an additional thirty (30) calendar days (for a total of one hundred twenty (120) calendar days from the effective date of termination) to cease, remove or replace all uses of the Vanderbilt Health Affiliated Network Badge, including signage.

Amendment

These Terms of Use may be amended from time to time. If Vanderbilt Health Affiliated Network amends the Terms of Use, Vanderbilt Health Affiliated Network will notify you of such amendment, and provide a link to the amended Terms of Use. If you do not object to the amended Terms of Use within ten (10) days of receipt of the link to the amended Terms of Use, the amended Terms of Use are deemed accepted.

For help using the badge, contact:

Vanderbilt Health Affiliated Network

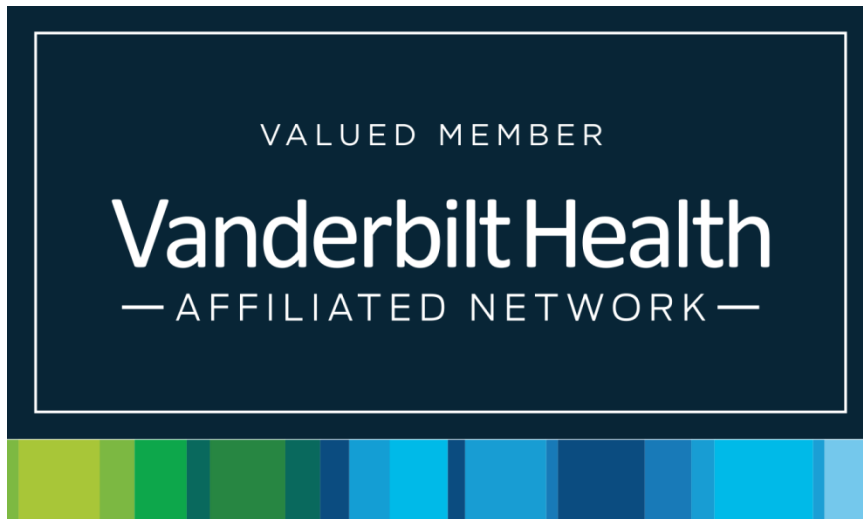
Megan Pruce

megan.pruce@vhan.com

615.343.1274

EXHIBIT 3
MEMBER MARKS

The VHAN Badge:



VALUED MEMBER VANDERBILT HEALTH AFFILIATED NETWORK

EXHIBIT 4
FORM OF MEMBER TERMS OF USE
ATTACHED.

This Member Terms of Use Agreement (**Terms of Use or Agreement**) govern use of the **Vanderbilt Health Affiliated Network Badge** by your organization (**Member or You**).

You agree to use the **Vanderbilt Health Affiliated Network Badge** only in connection with facilities or practices that are covered under your Participating Provider Agreement with Vanderbilt University, Vanderbilt University Medical Center or Vanderbilt Health Affiliated Network and with the terms and conditions set forth in the Vanderbilt Health Affiliated Network Member Toolkit (**Toolkit**).

Upon acceptance of the Terms of Use Vanderbilt Health Affiliated Network hereby grants you a non-exclusive, non-transferable right to use the Vanderbilt Health Affiliated Network Badge within the United States, in connection with offering health and medical services pursuant to and in compliance with the Participation Agreement and the Vanderbilt Health Affiliated Network Program (**Member Rights**). Individuals who are not members may not use the Badge even if they are a member of a charter or licensed group.

Members must agree to updates of the badge terms and conditions, should they be revised, or forfeit their rights to use the Vanderbilt Health Affiliated Network badge.

Use of the Vanderbilt Health Affiliated Network Badge

You may use the Vanderbilt Health Affiliated Network Badge on any medium that is applicable or customary, such as stationery, free marketing, advertising and promotional materials, exam room flyers, and on websites and social media sites to promote your facility or practice covered under your Participating Provider Agreement. For example, you may use the Vanderbilt Health Affiliated Network Badge as follows:

- ▶ Use the Vanderbilt Health Affiliated Network Badge on your brochures to promote your facility or practice covered under your Participating Provider Agreement
- ▶ Use the Vanderbilt Health Affiliated Network Badge in advertisements to promote your facility or practice, covered under your Participating Provider Agreement, such as in newspapers, magazines and on websites
- ▶ Use the Vanderbilt Health Affiliated Network Badge on flyers promoting your facility or practice covered under your Participating Provider Agreement
- ▶ Use the Vanderbilt Health Affiliated Network Badge on websites or electronic media promoting your facility or practice covered under your Participating Provider Agreement
- ▶ Use the Vanderbilt Health Affiliated Network Badge on your stationery promoting your facility or practice covered under your Participating Provider Agreement

You are not obligated to use the Vanderbilt Health Affiliated Network Badge; however, you are not authorized to use marks other than the Vanderbilt Health Affiliated Network Badge to designate your participation in the Vanderbilt Health Affiliated Network Program. You may not place, or authorize to be placed, the Vanderbilt Health Affiliated Network Badge on any products such as uniforms, mugs or t-shirts, whether for use in performance of services, retail sale or free distribution. You may not place, or authorize to be placed, the Vanderbilt Health Affiliated Network Badge on any promotional material that is sold.

You may not create a composite mark (combination mark) of the Vanderbilt Health Affiliated Network Badge or a third party mark together with the Vanderbilt Health Affiliated Network Badge, or alter the Vanderbilt Health Affiliated Network Badge in any way. For example, you shall not:

- ▶ Combine the Vanderbilt Health Affiliated Network Badge with another logo so as to create a composite logo
- ▶ Change the color, font, typeface, design or artwork included in the Vanderbilt Health Affiliated Network Badge
- ▶ Change the dimension of any element included in the Vanderbilt Health Affiliated Network Badge in relation to each other such as changing the size of only one or some elements of the Vanderbilt Health Affiliated Network Badge, or otherwise distorting the dimensions of the Vanderbilt Health Affiliated Network Badge

Rights to the Vanderbilt Health Affiliated Network Badge

You acknowledge and agree that you do not obtain any ownership rights to and in the Vanderbilt Health Affiliated Network Badge through these Terms of Use or otherwise, and that your rights regarding the Vanderbilt Health Affiliated Network Badge do not exceed the rights expressly granted in the Terms of Use and the Participation Agreement, and that any goodwill created through use of the Vanderbilt Health Affiliated Network Badge does not inure to your benefit.

You may not challenge the validity of the Vanderbilt Health Affiliated Network Badge, nor adopt any marks confusingly similar to the Vanderbilt Health Affiliated Network Badge while your Participation Agreement is in effect and for three (3) years thereafter. You may not register or apply to or attempt to register any mark, trade name, corporate name, domain name or social media identifier that corresponds to the Vanderbilt Health Affiliated Network Badge or VANDERBILT HEALTH AFFILIATED NETWORK.

You are responsible for ensuring that everyone within your organization involved in using the Badge complies with this Agreement.

Indemnification

You agree to defend, indemnify and hold harmless Vanderbilt University, Vanderbilt University Medical Center and Vanderbilt Health Affiliated Network and their affiliates, officers, board members, trustees, directors, employees, agents and representatives from and against all claims, demands, damages, disputes, proceedings, losses and expenses (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from any breach by you of this Agreement.

Termination

The Members Rights may be terminated if you fail to comply with the Terms of Use or the Participation Agreement. After being notified of a breach, if you fail to cure or otherwise remedy such breach within thirty (30) calendar days after you have received written notice of non-compliance, the Member Rights may be immediately terminated. Upon termination of the Member Rights, you will have ninety (90) calendar days to cease use of the Vanderbilt Health Affiliated Network Badge on all digital or electronic materials and to cease production of any tangible materials bearing the Vanderbilt Health Affiliated Network Badge. You shall have an additional thirty (30) calendar days (for a total of one hundred twenty (120) calendar days from the effective date of termination) to cease, remove or replace all uses of the Vanderbilt Health Affiliated Network Badge, including signage.

Amendment

These Terms of Use may be amended from time to time. If Vanderbilt Health Affiliated Network amends the Terms of Use, Vanderbilt Health Affiliated Network will notify you of such amendment, and provide a link to the amended Terms of Use. If you do not object to the amended Terms of Use within ten (10) days of receipt of the link to the amended Terms of Use, the amended Terms of Use are deemed accepted.

For help using the badge, contact:

Vanderbilt Health Affiliated Network

Megan Pruce

megan.pruce@vhan.com

615.343.1274

EXHIBIT 5
ADMINISTRATORS

VU Administrator:

Name: Maggie Harris
Title: Director, Trademark Licensing
Address: PMB 406009
 2301 Vanderbilt Place
 Nashville TN 37240-6009
Phone: 615-343-7292
Fax: 615-343-8337
Email: maggie.harris@Vanderbilt.Edu

VUMC Administrator:

Name: Jill Austin
Title: Assistant Vice Chancellor for Strategic Marketing
Address: 3401 West End Avenue, Suite 470W
 Nashville TN 37240-6009
Phone: 615-936-3766
Fax: 615-936-0320
Email: jill.d.austin@Vanderbilt.Edu