OSI AFFILIATE AGREEMENT

Introduction
The Open Source Initiative (OSI) was chartered in the late 1990s to advance the ideals of open source. Since its inception, it has promoted the goals and ideals of the open source movement, as the steward of the Open Source Definition (OSD), via the approval of licenses as "OSI-certified", and by establishing such approval as the standard for open source software development and distribution. Over the last decade, the OSI has become a cornerstone of software freedom.

OSI is now transitioning to a truly membership-based governance model, with membership including open source communities, open source advocacy and facilitation groups, government bodies using open source, corporations committed to open source, and individual contributors to open source.

The governance will also include a role for the people involved in the direct work of OSI on licensing, education and public advocacy. Our goal is a balanced, inclusive stakeholder governance that is beyond the control of any single interest group and which is a stable home for the OSD and the promotion of open source.

OSI Affiliate Program
The first step in this plan is the creation of an Affiliate Program, and the invitation of open source community foundations to this program, so that the initial membership comprises the representatives of unequivocally independent groups with a clear commitment to open source.

The OSI Board will work with these affiliates ("You" or "Affiliate") to evolve the new Governance, and once the Board is satisfied the heritage of OSI is safe under the new rules will change the Bylaws of OSI to formally enforce them. Until that time, the Board is committed to permit the Affiliates to have input in nominating members for the Board of Directors.

As a nominated Affiliate, this document will serve as the Agreement between OSI and yourself until such time as the OSI Bylaws are changed.

Agreement
As an OSI Affiliate, your responsibilities are as follows:

1. You must continue to express public support for open source.
2. You must not attempt to limit the free use and distribution of software distributed under a license approved by OSI, and the ability of all people and organizations to exercise their full rights expressed under such license. This specifically excludes trademark distribution requirements.
3. You agree to appoint a delegate to act on your behalf in OSI business, subject to the reasonable approval of OSI. You will give direction to that delegate. While delegates will be welcome to also participate in working groups, we anticipate this delegate role involving a minimal time commitment.
4. OSI recognizes that Affiliate is obligated to act in its best interests and, where Affiliate is a
non-profit or not-for-profit, consistent with its mission. Affiliate agrees to serve the interests of OSI to the extent doing so is consistent with such interests and obligations.

5. Delegates must respond in timely fashion to OSI actions and requests.

6. You must agree not to abuse your status as an Affiliate. For example, you cannot claim that a position is approved by OSI without OSI’s approval, or use the Affiliate status to coerce or restrict. OSI understands that Affiliates may disagree with some OSI actions or statements, but may not do so in a manner which demeans open source as defined by the OSD, OSI, or other Affiliates.

7. If possible, to make annual contributions towards the running of OSI.¹

The responsibilities of OSI are as follows:

1. OSI may use your name on its website and another announcements relating to Affiliates.

2. OSI will inform all Affiliates of any actions or potential actions relating to governance or public policy statements in order to gain approval of Affiliates. OSI will attempt to provide forty eight hours advance notice, but may not be able to do so in some cases. In such cases, OSI must make it clear that it speaks on its own, without the support or concurrence of the affiliate(s). Additionally, OSI will not prevent an affiliate from making a statement which clarifies their position, even if it is completely counter to OSIs.

3. OSI will not use your organisation’s name in association with any public or private policy statement without your consent, or otherwise abuse your status as an Affiliate.

4. OSI will provide full accounting information to all Affiliates, regardless of their contribution status or level.

5. OSI reserves the right to request the appointment of a new delegate. If OSI and you are not able to agree on a new delegate, either party may terminate this Agreement.

Both OSI and the Affiliate can terminate this agreement at any time, and for any reason, upon written and verified notice.

Term. This Agreement will continue until terminated by notice from either party. If one party believes that the other party has breached the Agreement, the non-breaching party shall give the breaching party thirty (30) days prior written notice. If the breaching party cures the breach during such period, the Agreement shall continue. If the breaching party does not cure the breach within such period, the Agreement will automatically terminate. In addition, either party may terminate this Agreement, without cause, upon sixty (60) days prior written notice.

GENERAL. Affiliate and OSI are independent and neither party is the legal representative, agent, joint venturer, partner, or employee of the other party for any purpose whatsoever. Neither party has any right or authority to assume or create any obligations of any kind or to make any

¹ The OSI Board realise the responsibility to make financial contributions may not be possible for all OSI Affiliates and it is in no way mandatory, but we anticipate that the administration of OSI’s membership will rapidly move beyond the means of a purely volunteer-run organization. Our goal is to be able to hire a small administrative staff, if and when needed, and to achieve this we will need funds. Raising funds from a few corporate donors would probably be possible, but to avoid the risk of undue influence being apparently or actually exercised by any individual donor, we are keen to have a broad funding base. If your leadership feels able to contribute to OSI, it would be much easier to ensure that independence. A decision on this point is not essential in order to become an OSI Affiliate.
representation or warranty, whether express or implied, on behalf of or to bind the other party in any respect. No party shall assign this Agreement without the consent of the other party. All notices required to be given hereunder shall be by email via an address agreed upon by the parties. No failure or delay by either party in exercising any rights, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy. If any provision of this Agreement shall be held to be invalid, the remaining provisions shall remain in full force and effect. No waiver, amendment or modification of any provision of this Agreement shall be effective unless consented to by both parties in writing. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflict or choice of laws principles. The parties hereby submit to the jurisdiction of the state and federal courts located in Santa Clara, California. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements, written or oral, that the parties heretofore may have had with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by the authorized representatives.

[Affiliate] Open Source Electronic Health Record Alliance (OSEHRA)

By: Donald O. Hewitt

Name: 

Title: VP, Business Operations

Open Source Initiative

By: 

Name: 

Title:
May 24, 2014

Open Source Initiative
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Ste. 13A, #270
Palo Alto, CA 94301

To Whom It May Concern:

The Open Source Electronic Health Record Alliance is a non-profit corporation that advances open source electronic health record software and related health information technology. OSEHRA's mission includes building a community for the creation, evolution, promotion and support of an open source electronic health record. This community will operate with the transparency and agility that characterize open source software initiatives. This entails not only the development of a community of software experts, clinicians, and implementers, but also a robust ecosystem of complementary products, capabilities and services. You can obtain more information about OSEHRA by visiting our web-site, www.osehra.org.

As a vendor-neutral nonprofit membership association, we believe open source is the persistent wind of innovation that will shift the software development business model from one of selling proprietary software packages to one of providing software based on the vibrant innovation that personifies the open source methodologies. We are committed to advancing public support for open source and hereby apply to become an OSI Affiliate member. Our signed Affiliation Agreement is attached.

If you have any questions, our point of contact will be Kris Prendergast (571-858-3205). We look forward to becoming a member of your community.

Respectfully,

Seong K. Mun, PhD
President and CEO, OSEHRA