

MEMBER ACKNOWLEDGMENT AGREEMENT

EFFECTIVE DATE	
COMPANY	
ADDRESS	
CONTACT PERSON	
MEMBERSHIP LEVEL (SEE SCHEDULE 2)	
MEMBERSHIP TYPE (SEE SCHEDULE 3)	
MEMBERSHIP FEE (SEE SCHEDULE 3)	
TERMINATION DATE	

1. This Member Acknowledgement Agreement is by and between MedBiquitous Consortium LLC having an office at Davis 3110C, 5801 Smith Ave, Baltimore, Maryland 21209 USA (the “*Consortium*”) and Company having the address set forth above. Words used herein but not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions of Admissions Agreement attached hereto as Schedule 1 and incorporated herein.
2. Company has agreed to become a Member of the Consortium.
3. Company represents to Consortium that the Membership Fee set out above is correct based on Company’s Membership Level and Membership Type.
4. By signing below, Company agrees to abide by the Terms and Conditions of Admissions Agreement. This Agreement, together with the Exhibits and Schedules hereto, embodies the entire understanding between the Consortium and the Company for the Company’s membership in the Consortium, and cancels and supersedes any other agreements, oral or written, entered into by the parties hereto as to its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the day and year first above written.

MedBiquitous Consortium

By: _____
 Name: _____
 Title: _____

[COMPANY NAME]

By: _____
 Name: _____
 Title: _____

Schedule 1 to Member Acknowledgment Agreement

Terms and Conditions of Admission Agreement

1. Introduction; Purpose.

- a. This Terms and Conditions of Admission Agreement (this “**Agreement**”) governs Company’s admission to the Consortium as a Member.
- b. Johns Hopkins Medicine (“**JHM**”) established the Consortium. In order to carry out the Consortium’s purposes, JHM agreed to establish a structure pursuant to which certain persons can elect to participate in the governance of the Consortium and in other aspects of the Consortium’s business (individually such a person is a “**Member**” and collectively all such persons are the “**Members**”). That structure is described in this Agreement and in the MedBiquitous Consortium Overview and Organization Document attached hereto as Exhibit 1 (the “**Organization Document**”). Except to the extent otherwise expressly provided in the Governing Documents (herein defined), JHM has delegated exclusive authority to manage, fund and operate the Consortium to the Members.
- c. By executing the Member Acknowledgement Agreement to which this Agreement is attached, Company agreed to become a Member subject to terms and conditions set out in this Agreement, the Organization Document and the Operating Agreement of MedBiquitous Consortium, LLC (collectively the “**Governing Documents**”) and the Consortium agreed to the Company becoming a Member subject to said terms and conditions.
- d. The Company’s participation in the Consortium will further the objectives of the Consortium in a manner consistent with its mission.
- e. The purpose of the Consortium is to develop and promote technology standards for health professionals that advance lifelong learning, continuous improvement, and better patient outcomes. Specifically, the focus of the Consortium will be on the development of specifications for technology blueprint for the health professionals. The blueprint consists of, among other things, XML schemas and Web services descriptions (collectively, the “**MedBiquitous Standards**”). The MedBiquitous Standards will be open and available to the public under the terms and conditions set forth on the MedBiquitous web site. The Company shall have rights to use the MedBiquitous Standards as set forth herein.

2. Participation and Governance of the Consortium.

- a. The Company hereby agrees to participate in the Consortium as a Member and agrees to pay a membership fee (the “**Membership Fee**”) as set out in the Member Acknowledgment Agreement. Payment of the first year’s Membership Fee will be made on or before the Effective Date in U.S. Dollars, payable to the Consortium. Payment for subsequent years will be made on or before the first day of the calendar quarter in which the Company joined; i.e. January 1st, April 1st, July 1st, October 1st. The Membership Fee is subject to change upon renewal of the Membership Agreement as set out in the Organization Document.
- b. Except as expressly provided in this Agreement:
 - i. the Membership Fee is non-refundable;
 - ii. the right to act as a Member in the Consortium is personal to the Company and does not extend to the Company’s Affiliates (hereinafter defined); and

iii. The Consortium shall be governed by the Members as described in the Governing Documents.

"Affiliate" shall mean any corporation or other entity controlling, controlled by, or under common control with the Company and for such purpose "control" shall mean direct or indirect ownership of (i) fifty percent (50%) or more of the voting interest in such corporation or other entity; or (ii) fifty percent (50%) or more of the interest in the profit or income in the case of a business entity other than a corporation; or (iii) in the case of a partnership, control of the general partner.

3. Term of Participation in Consortium.

a. The period (the "**Term**") of the Company's membership in the Consortium shall begin as of the Effective Date (as defined in the Member Acknowledgment Agreement) and, unless terminated sooner as provided herein, shall continue in force for three years from the first day of the calendar quarter in which the Company became a Member. The Term will automatically be renewed for an additional three years, unless the Consortium, acting through the Board of Directors, or the Company furnishes the other with a notice of non-renewal at least six months prior to the end of the Term (references herein to the Term shall include any such renewal term).

b. This Agreement and the Company's right to be a Member may be terminated prior to the expiration of the Term by either the Consortium, acting through the Board of Directors, or the Company upon sixty (60) day's written notice to the other specifying that such other party has materially breached this Agreement, provided that the breaching party shall have an opportunity to cure the breach within such 60-day period to the reasonable satisfaction of the non-breaching party. If such breach is cured to the reasonable satisfaction of the non-breaching party then Company's right to be a Member shall not expire as provided in this Section 3(b).

c. Additionally the Company may elect, at any time, to withdraw as a Member in the Consortium (a "**Withdrawal**"). In the event of a Withdrawal, Company shall not be entitled to a refund of any portion of its Membership Fee and shall pay, on the date of the Withdrawal, all Membership Fees which would have otherwise accrued for the remainder of the Term but for the Withdrawal.

4. Rights and Obligations of the Company.

a. The Company shall have the following rights and obligations as a Member:

i. The Company's rights and obligations to participate in the Consortium are set out in the Organization Document and shall be determined based on Company's Membership Level as described in the Member Acknowledgment Agreement.

ii. The Company shall have the right to propose new standards as outlined in the Standards Program Operating Procedures available on the MedBiquitous website.

iii. The Company shall make good faith efforts to contribute to the work of the Consortium, including participation in Working Groups (herein defined).

5. Rights and Obligations of the Consortium.

a. The Consortium shall have the following rights and obligations under this Agreement:

i. The Consortium shall have the rights and obligations which are set out in the Organization Document.

ii. The Consortium shall use diligent efforts to provide the technical and administrative leadership required to accomplish the Consortium's goals.

iii. The Consortium shall use the Membership Fees solely to carry out its mission as described herein and in the Organization Document.

iv. The Consortium shall establish and maintain working groups which shall have responsibility for providing research, evaluation, and feedback for proposed standards (the “**Working Groups**”), and which shall operate as set forth in the Standards Program Operating Procedures available on the MedBiquitous website.

v. The Consortium shall establish and maintain a standards committee (“**Standards Committee**”) which shall have primary responsibility for approving proposed standards as set forth in the Standards Program Operating Procedures.

vi. The Consortium shall maintain an executive committee (“**Executive Committee**”) and an executive director (the “**Executive Director**”), who will oversee the selection and implementation of projects.

vii. The Consortium shall collect, maintain, and distribute software and other products created under the auspices of the Consortium, as set forth herein and in the Organization Document.

viii. The Consortium may contract to provide consulting services.

6. License.

a. The MedBiquitous Standards are made available to all pursuant to the terms of MedBiquitous’ public license available at: <http://www.medbiq.org/license>.

b. Other than the license expressly granted in Section 6(a) above, the Consortium shall retain all of its right, title, and interest in and to the MedBiquitous Standards. The Company covenants that in the event the Company modifies any part of the MedBiquitous Standards, it will not then represent to the public, through any act or omission, that the resulting modification is an official specification of the MedBiquitous Consortium unless and until such modification is officially adopted as provided in the Organization Document.

7. Other Intellectual Property Rights and Obligations.

a. The Consortium shall own all of the right, title and interest in and to the “MedBiquitous” name and variations thereof, including all related logos, including, without limitation, all related trademarks, service marks, trade and service mark registrations, and all related domain names (collectively the “**MedBiquitous Marks**”). No party shall have any right to use any of the MedBiquitous Marks without the Consortium’s prior express written consent; provided, however, the Company shall be able to identify itself as a Member of the Consortium in print, electronic and broadcast media to the extent permitted in the Member Acknowledgment Agreement based on Company’s Membership Level.

b. No party will have any right to use any trademark or service mark identical or similar to any trademark or servicemark belonging to JHM or its Affiliates without the prior express written consent of JHM.

c. No party will have any right to use any trademark or service mark identical or similar to any trademark or servicemark belonging to the Company or its Affiliates without the prior express written consent of Company; provided, however, the Consortium shall be able to identify the Company as a Member of the Consortium in print, electronic and broadcast media.

d. If in the course of developing the MedBiquitous Standards the Company elects to contribute intellectual property to the Consortium (the Company being under no obligation to make any such contribution), the Company shall have no continuing rights with respect to such contributed intellectual property unless otherwise agreed in writing by the Consortium and the Company.

8. Confidentiality.

- a. Each of the Members may have access to and receive certain confidential information and trade secrets from other Members, including the Company, and the Consortium. Such information includes, by way of example and not limitation, any and all tangible and intangible information existing now or in the future, whether oral or in writing or in any other medium and whether in machine or human readable form, relating to intellectual property, business plans and strategies, marketing strategies, business methods; product performance; marketing results; financial data including sales, profits, projections, customers; prospects; product strategies; product designs; product information; computer systems; systems architecture including computer hardware, software source code, object code and documentation; inventions, know-how, designs, drawings, schematics, formulations, prototypes, manuals, and computer programs ("**Confidential Information**").
- b. Except as otherwise expressly provided for in this Agreement, Consortium shall obligate each of the Members (i) to hold all Confidential Information in strict confidence; (ii) to limit disclosure of Confidential Information to its employees, agents, subcontractors, or professional advisors having a need to know the information for the purposes of performing this Agreement; (iii) to use Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights hereunder; (iv) to afford the Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; and (v) to notify the furnishing party promptly of any unauthorized use or disclosure of such furnishing party's Confidential Information and cooperate with and provide reasonable assistance to the furnishing party to stop or minimize such unauthorized use or disclosure. Company agrees to abide by the terms set out in this Section 8.
- c. The obligation to comply with the confidentiality requirements contained in this Section 8 shall not apply to any information which (i) is already known, or was independently developed, by the recipient; (ii) is available to the general public at the time of disclosure or becomes available to the general public through no fault of the recipient; (iii) is disclosed to the recipient by a third party not known by recipient to be bound by any confidentiality restrictions; or (iv) is the subject of a court subpoena, request for production of documents, court order or requirement of a governmental agency; provided that the recipient gives prompt written notice to the furnishing party so that the subpoena, request for production of documents, order or requirement can be challenged by the furnishing party.
- d. A breach of the obligations contained in this Section 8 may cause immediate and irreparable injury to the non-breaching party for which monetary damages would be an insufficient remedy. Accordingly, in the event of such breach, the injured party shall be entitled to seek injunctive relief and an order compelling specific performance of this Section 8, without bond or other security, in addition to any and all other remedies available at law or in equity.

9. Relationship of Parties.

The relationship of the parties under this Agreement is that of independent contracting entities. This Agreement does not create a partnership or joint venture among the Consortium, JHM and the Company or among any of the Members or among any of the Members, the Consortium and JHM. Neither the Consortium nor the Company can bind the other, any of the Members or JHM or create any relationship of principal or agent.

10. Operating Agreement for Consortium; Withdrawal By JHM From Consortium.

The Consortium has been established by JHM and, in that regard, The Johns Hopkins University ("**JHU**") and The Johns Hopkins Health System Corporation ("**JHHS**") (as the entities comprising JHM) have entered into an Operating Agreement for MedBiquitous Consortium, LLC. The Operating Agreement provides that JHM has no independent powers or duties, with the Consortium's activities being governed by this Agreement and the Organization Document. Any active participation of JHM in the Consortium shall be through its participation as a Member and through its seat on the Board of Directors.

ACCORDINGLY, JHHS AND JHU SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACT OR FAILURE TO ACT BY THE CONSORTIUM, ITS BOARD OF DIRECTORS, ITS EXECUTIVE DIRECTOR OR EXECUTIVE COMMITTEE OR ANY OF ITS MEMBERS, AND COMPANY, JOINTLY AND SEVERALLY WITH ALL OTHER MEMBERS SHALL INDEMNIFY EACH OF JHU, JHHS AND EACH OF THEIR AFFILIATES AS SET OUT IN SECTION 14 BELOW. THE COMPANY WAIVES ANY CLAIM OR RIGHT OF ACTION AGAINST JHU OR JHHS ARISING OUT OF, OR WITH RESPECT TO, ANY ACT OR FAILURE TO ACT BY THE CONSORTIUM. SPECIFICALLY, BUT WITHOUT LIMITATION, JHM, JHU AND JHHS MAKE NO REPRESENTATION OR WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO ANY CODE, SERVICE OR PRODUCT PROVIDED OR MADE AVAILABLE BY OR THROUGH THE CONSORTIUM. Because JHM is lending its name and reputation to the Consortium, JHM shall have the right to withdraw from the Consortium if it determines that the Consortium is taking actions that could materially and adversely affect the image and reputation of JHM. In such event, JHM will transfer its role in the limited liability company to one or more Members (with the consent of such Members) or other third parties in accordance with its limited liability company operating agreement.

11. DISCLAIMER OF WARRANTIES.

THE CONSORTIUM MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO ANY COMPUTER CODE OR PROCESS OR RELATED SERVICE PROVIDED OR MADE AVAILABLE TO THE COMPANY IN CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY STANDARD ENDORSED BY THE CONSORTIUM, WITHOUT LIMITING THE FOREGOING, THE CONSORTIUM DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY AGREES THAT ALL COMPUTER CODES OR PROCESSES OR RELATED SERVICES PROVIDED OR MADE AVAILABLE TO THE COMPANY BY THE CONSORTIUM SHALL BE ACCEPTED BY COMPANY "AS IS".

12. Limitation of Liability.

In the event of dissolution of the Consortium for any reason, the Company shall be entitled to receive, as its sole and exclusive remedy, a refund of all of the Company's duly paid and uncommitted Membership Fee for such year, and upon such refund, any further liability of the Consortium to the Company shall be extinguished. The liability of the Consortium to the Company in the event of any other claim by Company shall be limited to the amount of the Company's duly paid Membership Fee for the then current year. In no event shall the Consortium or the Company be liable for any indirect, incidental, consequential, or special damages, including lost profits, sustained or incurred by any other party in connection with or as a result of its participation in the Consortium or under this Agreement. Nothing contained in this Section, however, limits the liability of Company for claims of infringement asserted with respect to intellectual property contributed to the Consortium by such Company or for any indemnification provided for herein, except that JHU, JHHS and their Affiliates, if any are a Member, shall not join in the indemnity provided at Section 14(b) below.

13. Force Majeure.

If the performance of any obligation by the Consortium under this Agreement is prevented, restricted or interfered with by reason of natural disaster, war, revolution, civil commotion, acts of public enemies, blockade, embargo, strikes, any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect under any governmental or judicial authority, or any other act or event which is beyond the reasonable control of the party affected, then the Consortium shall be excused from such performance to the extent of such prevention, restriction, or interference, provided that the Consortium shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.

14. Indemnification.

- a. Company hereby agrees to indemnify and defend, at Company's expense, any legal proceeding brought against the Consortium, JHM (which expressly includes JHHS, JHU and their Affiliates), or any other Member to the extent it is based on a claim: (i) arising in connection with Company's use or license of the MedBiquitous Standards.
- b. Company, jointly and severally with all other Members, agrees to indemnify, defend and hold harmless JHM (which expressly includes JHHS, JHU and their Affiliates) from and against any and all claims, losses, liabilities, demands, and costs arising out of or related to JHM's membership interest (ownership) in the Consortium, but not JHM's participation in the Consortium as a Member, except to the extent of JHM's gross negligence.

15. Export Controls.

The Company acknowledges that export and/or re-export from the United States of technical data, computer software, laboratory prototypes and other commodities (the "**Controlled Commodities**") may be subject to the export control laws and regulation of the United States (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979 revised in 1985), and that such laws and regulations could preclude or delay export of such Controlled Commodities. The obligations of the Consortium hereunder are contingent on compliance with such applicable laws and regulations. No party to this Agreement will directly or indirectly export across any national boundary, or communicate or transfer to any third party, any Controlled Commodities without first obtaining any and all licenses that may be required from the appropriate agency of the United States government. The Company agrees to provide the Consortium with written assurances as may be necessary that Company will not re-export or transfer such Controlled Commodities to certain foreign countries or third parties without prior approval of the appropriate government agency. The Consortium agrees to reasonably cooperate with Company in securing necessary licenses in connection with the export, re-export, transfer or communication of any Controlled Commodities. Notwithstanding the foregoing, Company understands and acknowledges that the Consortium cannot guarantee that such licenses will be granted.

16. Assignment.

Neither this Agreement nor any rights hereunder, in whole or in part, are assignable by either party without the prior written consent of the other party. Any attempt to assign the rights, duties or obligations under this Agreement without such consent shall be a breach of this Agreement and is null and void.

17. No Modifications.

This Agreement may be amended only by a writing signed by the Consortium and the Company; provided, however if the Board elects to make changes to the Terms and Conditions of Admission Agreement, which changes the Board intends to be applicable to all Members, such changes shall be implemented without Company's consent provided that Company is given 45 days' prior written notice of the change. Company shall have the right to terminate this Agreement and withdraw from the Consortium without penalty or cost at any time within such 45 day period by providing written notice to the Consortium. Upon the expiration of the 45 day period, the change shall be implemented and Company's right to terminate and withdraw as set out herein shall lapse.

18. Governing Law.

This Agreement shall be deemed to have been entered into and shall be interpreted and governed in all respects by the laws of the State of Maryland and the United States of America, without giving effect to its conflict of laws rules.

19. Arbitration.

Any controversy or claim arising out of or relating to this Agreement, its execution or breach, and any damages allegedly suffered therefrom, first shall be submitted to negotiation between designated executives of the parties. Matters which cannot be resolved through such negotiation shall be finally settled: (i) if the Company is organized or incorporated within any of the United States, under the Commercial Rules of Arbitration of the American Arbitration Association, by one (1) arbitrator appointed in

accordance with said Rules, or (ii) if the Company is organized or incorporated outside the United States, under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one (1) arbitrator appointed in accordance with said Rules. In any event, the place of arbitration shall be Baltimore, Maryland. The arbitrator shall determine the matters in dispute in accordance with the laws of the State of Maryland pursuant to Section 18 of this Agreement. The English language shall be used throughout the proceedings. Any award, order, or judgment pursuant to such arbitration may be entered and enforced in any court of competent jurisdiction.

20. Survival of Obligations.

The obligations of the Consortium and the Company under Sections 6-12, 14-15, 17-22 of this Agreement shall survive the expiration or earlier termination hereof, and shall continue hereafter in full force and effect.

21. Notices.

All notices or other communications to or upon either party shall be in writing delivered by first class, air mail or facsimile, dispatched to or given at the following addresses:

For the Consortium:

Peter S. Greene, M.D., Executive Director
MedBiquitous Consortium
Davis 3110 C
5801 Smith Ave
Baltimore, MD 21209 USA

For Company:

At the address for the Company set forth in the Acknowledgement Agreement.

In the event notices and statements required under this Agreement are sent by certified or registered mail by one party to another party at its above address, they shall be deemed to have been given or made as of the date so mailed.

22. Phased Roll-Out.

The Governing Documents have been revised as of May 17, 2015 (as revised the "**Revised Governing Documents**" and as existing prior to May 17, 2015 the "**Prior Governing Documents**"). Consortium will endeavor to cause all persons involved in Consortium to consent to the terms and conditions of the Revised Governing Documents; provided, however Company acknowledges that persons with unexpired agreements with Consortium are under no obligation to consent to the Revised Governing Documents and, unless otherwise agreed to, will operate under the Prior Governing Documents. Consortium will not renew the terms of any Prior Governing Documents. Until such time as all Members have consented to the Revised Governing Documents, governance and participation in the Consortium will be bifurcated between persons operating under the Prior Governing Documents and those persons, like Company, operating under the Revised Governing Documents.

EXHIBIT 1

MedBiquitous Consortium Overview and Organization¹

I. MedBiquitous Consortium Overview

The MedBiquitous Consortium (“MedBiquitous” or the “Consortium”) is an initiative, founded by Johns Hopkins Medicine in partnership with professional medical societies, whose purpose is to develop and promote technology standards for the health professions that advance lifelong learning, continuous improvement, and better patient outcomes. MedBiquitous Consortium, LLC is accredited by the American National Standards Institute (ANSI) to develop information technology standards for healthcare education and training, competence assessment, certification and licensure, professional and scientific publications, and professional online communities and portals.

MedBiquitous’ Members are creating a technology blueprint for advancing the health professions. Based on XML, Web services and other internet technologies, this blueprint will weave together the many activities, organizations, and resources that support the ongoing education and improvement of healthcare professionals. Ultimately, this blueprint will seamlessly support the learner in ways that will improve patient care and simplify the administrative work associated with lifelong learning and continuous improvement. With these interoperable standards, educators will be better able to exchange educational content, track learner activities and profiles, and make healthcare education more accessible, measurable, and effective, thereby improving patient care.

MedBiquitous’ Members are organizations that share a commitment to advancing lifelong learning, continuous improvement, and better patient outcomes. This includes professional medical and healthcare associations, certifying boards, universities, publishers, commercial educators, healthcare organizations, and governmental healthcare entities, among others.

Activities of the Consortium include:

- 1) The creation of standards for data interchange and communication among healthcare professional societies, certifying boards, educators, publishers, and industry partners that support health professions education, assessment, and improvement.
- 2) The creation of requirements and specifications for communications among healthcare professional societies, certifying boards, educators, publishers, and industry partners that support health professions education, assessment, and improvement.

¹ Words used herein but not otherwise defined shall have the meanings ascribed to them in the Governing Documents.

- 3) The provision of a neutral forum for learning about best technology practices and freely exchanging ideas on use of technology for education, assessment, and improvement.

II. MedBiquitous Consortium Organization

The Consortium organization is designed to facilitate the democratic establishment of technology standards and software requirements for healthcare education and competence assessment. The Consortium is headquartered in Baltimore, Maryland. The Consortium consists of a Board of Directors, an Executive Director, an Executive Committee, a Standards Committee, a Technical Steering Committee, Working Groups, Members, Staff, and Invited Experts. The activities of the Consortium shall be governed by the Member Acknowledgment Agreement, the Terms and Conditions of Admission Agreement, which includes this document, and the MedBiquitous Consortium Limited Liability Company Operating Agreement (collectively the “Governing Documents”).

1. Sponsor

Johns Hopkins Medicine is the founder and sponsor of the Consortium and has committed significant resources to its development. The guiding notion that Johns Hopkins Medicine brings to this endeavor is that the ends of the Consortium and its Members are best served by an open, democratic process in which the functions of the organization and the authority to govern the Consortium are distributed widely among the Members. This document sets forth that allocation of function and authority, and each Member must make a commitment to actively participate in the governance and operation of the Consortium, including potentially serving on the Board of Directors and being prepared to participate in the standards development process.

2. Board of Directors

The Board of Directors is responsible for helping shape the strategic direction of the Consortium, for overseeing the activities of the Consortium, the Executive Committee and Executive Director, and ensuring that the Consortium’s activities further the purposes of the Consortium, serve the interests of the Members, and are conducted in accordance with the Consortium’s Governing Documents. The Board of Directors elects a Chairman of the Board from among the directors to preside over meetings. The director elected to serve as Chairman serves one year as Chair Elect, two years as Chairman, and one year as Immediate Past Chair, but only to the extent such person remains a Director. The Board of Directors selects an Executive Director and appoints the Executive Committee. The Board of Directors, at its option, may appoint a Secretary and Treasurer and such other officers as the Board deems necessary to carry out the purposes of the Consortium. Officers may be removed and successors appointed by majority vote of the Board. The Board of Directors has authority to amend the Consortium’s Member Agreement and this Organization Document; provided, however JHM’s written consent is required to amend Sections 10, 12 and 14 of the Terms and Conditions of Admission Agreement.

The Board of Directors shall use reasonable efforts to perform its responsibilities under this Agreement, to ensure compliance by all Members with the Governing Documents, and to

enforce all of the Consortium's intellectual property rights, in accordance with, and subject to, the needs of the Consortium in the context of its overall mission.

The Board may establish one or more committees to assist it in carrying out its responsibilities.

Except as provided in the standards development process, a majority of Directors voting at a meeting is required to take or approve any action. A majority of Directors shall constitute a quorum for voting purposes.

Additional Directors may be nominated by a majority vote of existing Directors subject to maintaining the required allocation of Directors among the Membership Type. Directors shall serve for a three-year term and may be re-elected for a second term or until a successor is elected. If there are no member nominations, the Board by majority vote may elect to continue the then existing slate of Directors. The process for electing Directors shall be determined by the Board.

A Director may be removed by a two-thirds vote of all Directors or by a two-thirds vote of all Members within the membership category represented by the Director. A substitute Director may be appointed by majority vote of the Board who shall continue to serve until the next regularly scheduled election for Directors is held.

To ensure fair representation of the varied groups that comprise the Consortium, seats on the Board of Directors will be divided in the following manner:

<i>Representation Category</i>	<i>Number of Directors</i>
Non-Profit Societies	6 seats
Corporations	2 seat
Johns Hopkins Medicine	1 seat
Government	1 seat
Universities	1 seat

Any Director may also be removed at any time by the vote of at least a majority of the Consortium Members that elected such Director. Any successor Directors shall serve out the duration of the term to which they succeeded.

3. Executive Committee

The Executive Committee is responsible for evaluating Project Proposals submitted by Members, selecting the projects to be undertaken by the Consortium, and determining whether the projects are appropriate for development as an American National Standard. The Executive Committee is thus charged with implementing the strategic direction given to the Consortium by the Board of Directors and the Members, by selecting projects consistent with those strategic goals. The Executive Committee shall make its determinations using the guidelines set forth in this document and as otherwise may be promulgated by the Board of Directors.

The Executive Committee shall also provide recommendations to the Executive Director regarding the relative priority of different Project Proposals, and provide counsel and advice to the Executive Director on such other issues as the Executive Director may request. The Executive Committee shall assume such further responsibilities as the Board of Directors may from time to time direct.

The Executive Committee consists of individuals appointed by the Board, who need not be Members. There are no formal prerequisites to serve on the Executive Committee, although an effort will be made by the Board to include individuals on the Executive Committee who have technical and other expertise relevant to the Executive Committee's decision-making process.

A two-thirds majority of the Executive Committee is required to approve each Project Proposal.

4. Executive Director

The Executive Director has day-to-day authority over the operations of the Consortium and has authority, with the approval of the Board of Directors where required by this Organization Document, to enter into contracts on behalf of the Consortium. The Executive Director coordinates the efforts of Consortium Staff, Working Groups, and Standards Committee. In keeping with that responsibility, the Executive Director assigns Project Proposals approved by the Executive Committee to a Working Group or to the Standards Committee if the project is to be developed as an American National Standard. If the Project Proposal brings up an issue that the Consortium is not currently addressing, the Executive Director can establish a Working Group to address the issues brought up in the Project Proposal. The Executive Director appoints Consortium Members and Invited Experts to the Working Group and further appoints one such individual to serve as the Working Group Chair. The Executive Director also appoints a chair to the Standards Committee. If the Project Proposal relates to an issue currently being addressed by a Working Group, the Executive Director can direct the Project Proposal to the appropriate Working Group.

The Executive Director will consult with the Executive Committee on such matters as the Executive Director deems appropriate.

The Executive Director shall be appointed to a three-year term. The appointment shall be made by the Board of Directors. The Board of Directors shall have authority to remove the Executive Director for cause as established and defined by the Board of Directors.

5. Working Groups

Working Groups are the heart of MedBiquitous. They provide research, evaluation, and feedback to those specifications selected for development as American National Standards. A Working Group consists of a Chair, one or more Consortium Staff and/or Invited Experts, and Members of the Consortium. The Chair may also designate an Editor, who will be responsible for maintaining documents or schemas related to the specifications process. The entire Working Group provides feedback, evaluation, and, when useful or necessary, research throughout the standards development process. The Chair decides when the specification is ready to proceed to the next phase of the development process.

The Executive Director appoints the Working Group Chair, the Consortium Staff member sitting on the Working Group, and Working Group Members. The Executive Director or the Working Group Chair may appoint Invited Experts. If a Working Group Member's behavior is seen as problematic, the Chair may request that the Executive Director remove that Member from the Working Group.

6. Standards Committee

The Standards Committee works closely with MedBiquitous Working Groups and serves as the consensus body for MedBiquitous standards. The Executive Director assigns ANSI approved standards proposals to the Standards Committee. The Standards Committee shall guide the standards proposals through the process of creating official ANSI standards.

7. Members

Members of the Consortium include professional societies and healthcare organizations, healthcare companies, universities, government entities and individuals. The Board of Directors sets forth guidelines for considering applications for membership. Each Member must sign a Member Acknowledgment Agreement and pay Membership Fees. Membership Fees will be determined by the Board and are subject to change from time to time.

Each Member organization may nominate an individual and an alternate to serve on the Standards Committee, which votes on proposed American National Standards as indicated in the MedBiquitous Consortium Standards Program Operating Procedures.

Each Member may nominate individuals to participate in Working Groups, and the Executive Director may appoint such nominees to an appropriate Working Group. If the Executive Director determines that a nominee is not appropriate for a specific Working Group or is generally not acceptable to the Consortium, the Member may nominate another individual or may appeal the Executive Director's decision to the Executive Committee, which shall have absolute discretion to accept or reject such nominee. Each Member may determine the internal process by which it shall ascertain and cast its vote.

8. Consortium Staff

The Consortium Staff assists and guides the Members with the creation of standards and requirements. The Board of Directors along with the Executive Director will determine specific staffing requirements for the Consortium.

9. Invited Experts

The Executive Director or Working Group Chair may ask one or more Invited Experts to participate in a Working Group. Invited Experts may have technical or domain expertise. Invited experts may or may not be affiliated with a Member. Invited Experts will be required

to disclose any intellectual property right claims to the Consortium, which in turn discloses intellectual property right claims to the full membership.

Schedule 2 to Member Acknowledgment Agreement

Membership Levels

	Basic Membership	Sustaining Membership
Ability for representation on the MedBiquitous Standards Committee, the official consensus body of MedBiquitous	•	•
Ability to participate in any MedBiquitous working group	•	•
Opportunities to serve in leadership roles, including as working group chair, working group editor, or as a Director	•	•
Discounts on MedBiquitous meetings and education	•	•
Recognition as a Member on the MedBiquitous website	•	•
Use of MedBiquitous logo on website	•	•
Opportunity to formally propose new standards development efforts through the Executive Committee	•	•
Recognition as a Sustaining Member on the MedBiquitous home page and conference website		•
Ability to display MedBiquitous logo with Sustaining Member seal on website		•
Ability to participate in Sustaining Members only meeting with MedBiquitous leadership		•
2 free MedBiquitous Scholar Registrations at the MedBiquitous Annual Conference		•
Discounts for onsite instruction and developer meetings		•

Schedule 3 to Member Acknowledgment Agreement

Membership Fee

Basic Membership Fees

Universities	3,000
Non-profit organizations	
>1,000,000 annual revenue	1,500
1,000,000 – 4,999,999 annual revenue	2,000
5,000,000 – 14,999,999 annual revenue	3,000
15,000,000 – 49,999,999 annual revenue	5,000
Above 50,000,000	10,000
Government Agencies	
Federal	5,000
State	2,500
Corporations	
>1,000,000 annual revenue	2,250
1,000,000 – 4,999,999 annual revenue	3,000
5,000,000 – 14,999,999 annual revenue	4,500
15,000,000 – 49,999,999 annual revenue	8,000
Above 50,000,000	18,000

Sustaining Membership Fees

Universities	6,000
Non-profit organizations	
>1,000,000 annual revenue	3,000
1,000,000 – 4,999,999 annual revenue	4,000
5,000,000 – 14,999,999 annual revenue	6,000
15,000,000 – 49,999,999 annual revenue	10,000
Above 50,000,000	20,000
Government Agencies	
Federal	10,000
State	5,000
Corporations	
>1,000,000 annual revenue	3,000
1,000,000 – 4,999,999 annual revenue	4,000
5,000,000 – 14,999,999 annual revenue	8,000
15,000,000 – 49,999,999 annual revenue	16,000
Above 50,000,000	36,000