
Affiliate Agreement

Dated:

[DD - Month - YYYY]

openEHR International

and

[Insert name of Affiliate]

THIS AGREEMENT is made the [] [DD] day of [] [MM YYYY]

Between

1 Parties

This agreement is between:

- (A) **openEHR CIC (trading as openEHR International)**, a community interest company limited by guarantee whose registered office is at Ty Derw, Lime Tree Court, Cardiff Gate Business Park, Pontprennau, Cardiff, Wales, CF23 8AB (registered company number 12022199) ("**openEHR International**");

- (B) [] [Insert legal name of Affiliate],

a [] a [insert legal form] whose registered office is at [] [insert address].
("**The Affiliate**")

together the "**parties**"), within [] [insert affiliate geography] (the **Affiliate Geography**).

Note that a separate legal entity, the openEHR Foundation, is the holder of all published and licenced (in the sense of section 3) Intellectual Property (IP) of **openEHR International**. Concretely, this means that published artefacts are 'copyright openEHR Foundation'. The openEHR Foundation is not an operational entity, and all of the operations of openEHR are undertaken by **openEHR International**.

2 Purpose

openEHR International's mission is to work internationally to facilitate the creation, implementation, adoption and standardisation of shareable electronic health records to improve the standard and quality of healthcare to benefit patients, physicians and others working in the healthcare industry. **openEHR International** runs a program which seeks to encourage the diffusion of **openEHR** methods and technology (specifications, models, software etc.) internationally, via supporting organisations (known as "**Affiliates**") ("**Affiliate Program**").

The Affiliate Program is managed through the Affiliate Program Board (APB), which sits within **openEHR International**. The description, purpose and functions of the APB are set out in the Affiliate Program Terms of Reference (ToR).

This agreement defines the formal relationship between **openEHR International** and **The Affiliate** within **The Affiliate Geography** in relation to **The Affiliate's** participation in the openEHR Affiliate Program.

3 Definitions

In this document, the following specific terms are used:

Term	Meaning
Affiliate Geography	The geography/territory/(ies) The Affiliate will cover as a participant in the Affiliate Program, as stated above.
Affiliate Program	Affiliate Program, one of the permanent Programs within openEHR International.
Affiliate Program Board (APB)	Board of the Affiliate Program of openEHR, consisting of representatives of the openEHR International Board , and of the Affiliates.
Licenced Material	Any Material (a) of openEHR International which is published with a specific licence, typically but not limited Creative Commons CC-BY-xx or Apache 2.0.
Licensing Conditions	The conditions governing The Affiliate's use of the Marks under the licence granted in Section 10 below.
Marks	The name(s), trademarks, logo(s), straplines and any other representations of openEHR International , as set out at Schedule 2 of this Agreement including the Name.
Name	"openEHR", which is one of the Marks and a registered trademark, the details of which are set out in Schedule 2.
Non-profit	Non-profit is understood here in the sense of 'no residual profits', i.e. a non-profit organisation may obtain income as long as all such income is spent to defray costs.
openEHR Community	The community of individuals and organisations worldwide participating in the Affiliate Program or otherwise contributing to or supporting the openEHR project
openEHR International Board	The board of directors of openEHR International (i.e. openEHR CIC).
openEHR Material	Material created in connection with the openEHR project, as defined in Section 10.4.
Unlicenced Material	Any Material (a) of openEHR International which carries no specific licence.

4 Term

This agreement shall continue in full force and effect unless and until terminated in accordance with its provisions, including in particular under Section 13 (the **Term**).

5 Affiliate's Key Commitments

The Affiliate shares the goals¹ of the Affiliate Program and, as an Affiliate, commits and undertakes to:

- Actively promote and advocate openEHR's mission within **The Affiliate Geography**, including through encouraging and enabling its members to more effectively use openEHR intellectual property (standards, models etc) to help promulgate openEHR;
- Encourage its members to be active participants in openEHR Programs, discussion lists and events;
- Be responsible and act in good faith so as not to harm the reputation or functioning of **openEHR International**, the Affiliate Program or the openEHR Community in any way.
- As an ongoing condition of eligibility for openEHR Affiliate status, at all times meet the **Affiliate Eligibility Criteria** set out at Schedule 1 to this agreement.

6 Relationship with openEHR International

6.1 Organisational Structure

The Affiliate connects to **openEHR International** via the Affiliate Program Board (**APB**), an organisational unit within openEHR International established for the purpose of representing and managing Affiliates. The affiliate is governed by an **Affiliate board** details of which are outlined in section 8.3.

6.2 Representation

The Affiliate has the right to nominate one representative on the openEHR APB, that may be exercised at any time by **The Affiliate**. Ideally the Affiliate representative is a member of its Board. **The Affiliate** may change its APB representative as and when it sees fit, and must keep **openEHR International** notified of the current name and contact details of its representative. In specific situations where the Affiliate's APB representative cannot attend APB meetings, a proxy may be nominated to attend.

¹ See openEHR Affiliate Program Terms of Reference document.

6.3 Communication

Communication between **The Affiliate** and **openEHR International** is generally conducted via the APB. It is expected that **The Affiliate** will provide updates on its activities, membership and needs during APB meetings, obviating the need for much formal reporting. **openEHR International** for its part undertakes to keep **The Affiliate** informed of all relevant changes to the organisation as well as major activities (such as releases, industry activities, conferences etc) in which it is engaged.

6.4 Reporting

The Affiliate must keep **openEHR International** informed of any change to its contact details, legal status, Board membership, and any other event likely to materially affect its functioning.

The Affiliate must provide **openEHR International** a brief report at least annually on its activity during the relevant period. The report should cover at least the following:

- A summary of membership including changes from previous year;
- Major public activities undertaken by the Affiliate, e.g. workshops, seminars etc;
- A summary of outcomes of activities;
- A summary of plans for the following year (and potentially further);
- Needs and/or support required from openEHR International.
- Financial summary including all expenses.

All reporting to openEHR must be undertaken in English.

6.5 Governance and Financial Transparency

The Affiliate must submit annual financial and operational reports to openEHR International and may not collect or retain funds independently without prior approval. Board members are prohibited from receiving any form of payment or remuneration. The Affiliate must maintain complete and accurate records of all expenses, which must be made available for openEHR International's review upon request. Any international fees collected from members must be declared and declared to OpenEHR International.

6.6 Conflict of Interest and Commercial Activities

The Affiliate may not engage in any commercial consultancy under the OpenEHR brand without explicit authorization. **The Affiliate** must avoid conflicts of interest and refrain from misrepresenting itself as the sole regional authority. Additionally, **the Affiliate** is prohibited from securing sponsorships or funding from sources that conflict with openEHR's values or the UK government sanction policy.

6.7 Brand and Intellectual Property Protection

The Affiliate agrees to respect openEHR branding and intellectual property rights and shall not use OpenEHR branding for unauthorized commercial activities. **The Affiliate** may not repackage or claim ownership of OpenEHR standards and must maintain alignment with openEHR principles and values in all public engagements.

6.8 Engagement with Standards Bodies

The Affiliate agrees that it may only enter into agreements with standards bodies, including but not limited to SNOMED, HL7, and ISO, with prior written approval from openEHR International. **The Affiliate** is expressly prohibited from independently forming agreements with competing bodies or entities that conflict with openEHR's strategic objectives.

6.9 Compliance with OpenEHR Travel Policies

The Affiliate agrees to fully comply with openEHR's travel and expenses policies when utilizing affiliate funds for travel expenses. **Affiliate** funds may only be used for travel to events within the **Affiliate's** country / geography, events where the Affiliate is formally an invited speaker or to official openEHR events or governance meetings. All travel must be conducted in economy class, with public transportation utilized where feasible. Travel expenses must be reasonable, and reimbursement for alcohol is expressly prohibited. Entertainment expenses are disallowed unless incurred during an official openEHR **Affiliate** event with prior **Affiliate** Board approval.

6.10 Non-Compliance and Legal Provisions

The Affiliate acknowledges that non-compliance with these provisions may result in suspension or termination of affiliate status. **The Affiliate** further agrees that any disputes arising from this agreement shall be resolved in accordance with the dispute resolution procedures outlined in section 23 of this agreement.

7 Membership Model

The **Affiliate** membership model is described in terms of **Members** and **Supporters**, terms defined and used within this agreement. It is recognised that the official terms for the same entities may be different within the legal entity created with the **Affiliate Geography** to represent the **Affiliate**.

7.1 Members

The **membership** of **The Affiliate** consists of individuals and/or organisations from the **Affiliate Geography** that:

- are existing members of **openEHR International**,
- and that have successfully applied for Affiliate membership.

Here, 'membership of openEHR International' means any form of membership defined by **openEHR International** (see <https://www.openehr.org/community/membership/>), including:

- Individual, including Professional member of openEHR;
- Organisational member, including
 - Org Partner of openEHR, including jurisdictions, NGOs, professional bodies and academic organisations;
 - Industry Partner of openEHR;

Individuals who are not employed by an Organisational member must join **openEHR International** in the Individual or Professional category in order to apply for **Affiliate** membership.

Affiliate membership automatically lapses if the relevant openEHR membership lapses. Hence Affiliate membership status shall be kept under regular review by the **APB** (as defined in Section 6) to ensure that membership is kept current and up-to-date as far as reasonably practicable in line with any changes of employment status, Organisational sign-ups and/or resignations from **The Affiliate** from time to time. **The Affiliate** shall cooperate fully and promptly with such process.

Affiliate membership is open to all openEHR International Members from **The Affiliate Geography**, but may be refused in specific cases where the Affiliate determines that membership of the applying party would not be in the interests of the Affiliate mission.

It is up to the Affiliate to determine its own procedure(s) for accepting and refusing candidate members, e.g. membership vote or other process.

The Affiliate must maintain a definitive membership list that is available at any time on request to/by **openEHR International**.

For purposes of **Affiliate** business, including meetings and voting, any individual participant (other than invited guests) is considered either:

- An individual member of openEHR International on their own account OR;
- A representative of the Organisational member that employs them.

7.2 Supporters

Organisations that do not fall into a normal openEHR International membership category may join the Affiliate under the local-only category of **Supporter**.

Affiliate Supporters are distinct from **Affiliate Members**, offering support either financially or in kind to **The Affiliate**. **Affiliate Supporters** are not included in the **Affiliate Membership** proper as follows:

- Only Affiliate Members are eligible for Affiliate Board positions and to represent the Affiliate in the APB;
- Affiliate Supporters are not included by default in Affiliate membership voting unless explicitly invited to do so.

8 Governance

8.1 Governing document

The Affiliate must ensure that during the Term its governing document reflects the governance requirements set out in this Section without inconsistency.

Where any requirement in this Section would cause **The Affiliate** or its governing body to be in breach of applicable local laws or regulations within **The Affiliate Geography**, it must promptly consult with **openEHR International** and may implement any necessary changes approved by openEHR (acting reasonably) to address the issue or conflict.

The Affiliate acknowledges and agrees that any failure to comply with this Section 8.1 shall be deemed to be a material breach for the purposes of Section 12.1 (Revocation) and may therefore result in revocation/termination of this agreement.

8.2 Representational Model

For the purposes of formal representation of its Membership, **The Affiliate** must operate according to a representational model agreed by the Membership that establishes the relative representation of Affiliate Organisational members, Individual members and any other sub-categories (e.g. 'supporting organisation' etc.) By default, this is assumed to be the following:

- Each Organisational member counts for one;
- Each Individual member counts for one.

Any alternative model may be used, as long as it is defined and agreed by the Membership.

8.3 Affiliate Board

The Affiliate is managed by its Board, which is responsible for fulfilling its obligations to **openEHR International** under this agreement.

The Affiliate Board consists of at least 3 individuals who are either individual **Affiliate Members** or employees of **Affiliate Organisational Members**. The Board is elected by a process of nomination for open positions followed by a vote of full **Affiliate Membership**.

8.3.1 Co-Chair(s)

The Affiliate Board must have at least one co-chair, who is responsible for organising Affiliate Board meetings and also for reporting to **openEHR International**. The co-chair(s) may be appointed or elected by any process agreed within **The Affiliate** Board, including rotation.

8.3.2 Term of Affiliate Board Members

An **Affiliate** Board member may serve a term of a maximum of 2-years or any other term determined by the Affiliate and adjusted over time, after which the Board position becomes vacant. An **Affiliate** Board member may resign at any earlier time. A Board member having served a partial or full term may nominate for a successive term. When a Board position becomes vacant, an election may be run in order to fill the position at a time convenient to the Affiliate.

8.3.3 Pre-requisites

A candidate for a position on **The Affiliate Board** must be a **Member** of **The Affiliate** either as an individual or as the employee of an **Affiliate Organisational Member**.

8.3.4 Election

Affiliate Board members are elected by any voting process agreed by **The Affiliate's** full membership.

8.3.5 Meetings

The Affiliate Board is required to meet at least once a quarter and to be Quorate for the purposes of any decision-making.

8.3.6 Quorum

A Quorum of the Affiliate Board exists when one third (rounded up) or more of its members (rounded up) are present.

8.3.7 Board Decision-making

Decisions are undertaken by the Board are made by the following means:

- *proposals relating to this agreement or its subject matter* (including without limitation the governance provisions set out in this Section8), or to the legal status or structure of **The Affiliate**: a super-majority (2/3 of the Board, rounded up);
- *for matters of ordinary business*: either:
 - consensus, where broad agreement exists; OR
 - a simple majority (50% + 1, rounded up of the Board) is sufficient.
- by tabling the decision before the full **Affiliate Membership** (see Section 8.5 below).

8.3.8 Record-keeping

The Affiliate Board shall maintain records of:

- Initial organisational legal form
- Board membership, including resignations;
- Board elections;
- Board meeting agendas;
- Board meeting decisions, votes and major topics of discussion (typically as a summary extracted from detailed meeting minutes).

In the event of disagreements or disputes, the relevant records must be available to openEHR **Affiliate Program Board (APB)** on request.

Documents detailing the initial setup of the **Affiliate** must be returned to comms@openehr.org within 30 days of the first board detailing the legal entity, its registration details and its directors.

8.4 Members' meetings

Meetings of the full **Affiliate** membership should be organised by its Board as often as is necessary and feasible. These meetings should also be open to guest members of **openEHR International** by agreement.

8.4.1 Records

Member attendance at meetings should be recorded, and all meetings must be minuted. Preferably an agenda will be circulated prior to every meeting, but this is not formally necessary. Attendance records and minutes must be available on request in the case of disputes.

8.5 Membership Decision-Making

Decisions tabled before **the Affiliate** membership may be made by:

- informal consensus ('show of hands', 'no objections' and similar methods) or ;
- a formal vote.

In the latter case, a quorum must be present.

Formal voting proceeds as follows:

- *proposals relating to this agreement or its subject matter* (including without limitation the governance provisions set out in this Section 9), or to the legal status or structure of **The Affiliate**: a super-majority (2/3 of the full membership, rounded up);
- *for matters of ordinary business*: a simple majority (50% + 1, rounded up of the full membership) is sufficient.
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For the purposes of a formal vote, the **Representational Model** is used to determine counting.

8.5.1 Quorum

Quorum is defined as a minimum of one third (rounded up) of total membership of **The Affiliate**, according to the **Representational Model**.

9 Affiliate Financial Model

The Affiliate is at liberty to establish local financial arrangements, including local membership fees, local sponsorship, grants or other means, as long as it remains a non-profit organisation (as defined in section 3). For the avoidance of doubt, a 'non-profit organisation' might correspond to some other concrete kind of legal entity in the **Affiliate Geography** such as a club or association.

10 License and Use of openEHR IP

In consideration for the undertakings given by **The Affiliate** under this agreement, **openEHR International** hereby appoints **The Affiliate** as its non-exclusive licensee to use the Affiliate Name, Domain names, **Marks** and **Materials** within the **Affiliate Geography** and as appropriate online, for the Term, according to the sections below.

10.1 Affiliate name

The Affiliate is required to provide an English-language name for use in the international context. This must be of the form 'openEHR xxx', where 'xxx' is the name of the geography, e.g. 'Netherlands', 'South-East Europe', 'Korea and Japan' etc.

Additionally, **the Affiliate** may provide a name in a preferred language for its geography, for use within the geography, e.g. 'openEHR Nederlands'.

The Affiliate may use either the English-language or the local language form of name as the official name of the Affiliate legal entity.

10.2 Domain Name(s)

Appropriate local domain name(s) of the form usually used in **The Affiliate Geography** for non-profit organisations (typically openEHR.org.xx or openEHR.xx), must be registered by **The Affiliate**, if available. This will normally be used for its primary web presence.

More than one domain name may be used if **The Affiliate** corresponds to multiple territories/ geographies.

As a matter of routine, openEHR International will always provide a dedicated sub-domain of the form xx.openEHR.org for purposes of redirection and / or as the primary Affiliate domain, as agreed with the Affiliate.

10.3 Logos, Trademark, and other Representations

The Affiliate may use the **Marks** (as defined in Section 3 and listed in Schedule 2) in standard and localised form on Affiliate website, localised materials, business cards, presentations etc, for which appropriate guidance and resources will be provided, in **The Affiliate Geography** for the Term.

Derivative, including localised or amended/adapted forms of any of the **Marks** may be proposed in writing to **openEHR International**. Any such derivative Marks must be approved in writing by **openEHR International** before use, according to this agreement.

Use of the **Marks** (including the Name and any of the above mentioned localised or amended/adopted forms etc) must at all times be in accordance with:

- the Licensing Conditions set out at Schedule 3 of this agreement (as may be amended from time to time on written notice by/from **openEHR International**); and
- any branding guidelines issued from time to time by **openEHR International** to **The Affiliate**.

Except as agreed otherwise between **The Affiliate** and **openEHR International**, the costs of application, registration, maintenance and renewal of such trademark shall be borne by **openEHR International**. **The Affiliate** shall give full co-operation to **openEHR International** in respect of all such trademark related applications and procedures.

10.4 openEHR Material

10.4.1 Licensed Material

The Affiliate may create, maintain and manage localised forms, including translations, of openEHR **Licensed Material** including (without limitation) specifications, clinical models, and educational materials, in accordance with the licence attached to the artefact.

Any such local forms or translations should in normal circumstances be made available by **The Affiliate** for hosting centrally by **openEHR International** including for purposes of long-term maintenance.

10.4.2 Unlicensed Material

Unlicensed Materials of openEHR may be used by the **Affiliate**, including in translated and/or locally modified forms, by prior agreement with **openEHR International**.

11 Web Presence

11.1 On openEHR Infrastructure

openEHR International will offer a sub-domain of the form 'xx.openehr.org' (where 'xx' is a country code or other short name for **The Affiliate Geography**) for use on the main openEHR infrastructure, and will provide the ability to create a website, blog or other kind of non-commercial site. The sub-domain may be used as the target of a redirect from any local domain(s) it, or **the Affiliate**, holds.

openEHR International will also:

- Create visibility for **The Affiliate** on the main openEHR.org website;
- Provide a dedicated discussion facility, which may be in a preferred language of **The Affiliate**;
- Enable **The Affiliate** to post news and events to the relevant openEHR News and Events feeds.

Other online facilities may be offered by **openEHR International** according to availability.

11.2 Within the Affiliate Geography

The Affiliate may establish local openEHR websites or other local online communities or platforms, that complement the openEHR.org website, to describe local activities and initiatives.

For the Term **The Affiliate** will be the registered owner of any domain name(s) obtained within **The Affiliate Geography**, as well as any other locally established websites. On termination of this agreement, **The Affiliate** shall do all things necessary and expedient to transfer such domain name(s) to the next openEHR Affiliate established for the same geography. **The Affiliate** or its host organisation will hold such assets on trust for **openEHR International** until such successor Affiliate has been established provided that, if **The Affiliate** ceases to exist before such successor has been established, such assets shall hereby be deemed, by way of future transfer of assets, to have transferred to **openEHR International** immediately before ceasing to exist.

11.3 Maintenance

The Affiliate is required to ensure its local website(s) is/are maintained consistent with relevant openEHR materials, and to remove or correct any printed or online materials or statements as instructed by **openEHR International**, for example (but without limitation) whenever these violate the mission & vision or the reputation or functioning of **openEHR International** or the Affiliate Program.

In order to facilitate this, **the Affiliate** is required to record version identifiers and/or dates of original openEHR material that has been used for purposes of translation or other local use.

12 Termination

12.1 Revocation

openEHR International may revoke **The Affiliate's** Affiliate status and terminate this agreement immediately by giving written notice to **The Affiliate** if:

- **The Affiliate** does not proceed in good faith, and is determined to have damaged the mission or reputation of **openEHR International**;
- The Affiliate is in material breach of any of its obligations under this agreement (including the Licensing Conditions) and such breach (if capable of remedy) is not remedied within twenty-one (21) days' following service by **openEHR International** of written notice (including notice by email) to **The Affiliate** of such breach;
- **The Affiliate** commits a series of breaches of its obligations under this agreement and collectively the breaches constitute a material breach of the agreement;
- **The Affiliate** has been put **on Notice** (see below) and has not addressed the relevant issues;
- A resolution is passed to dissolve or wind up **The Affiliate** or **The Affiliate** goes into liquidation or a receiver is appointed over all or part of its business (or an event occurs or proceeding is taken with respect to **The Affiliate** in any jurisdiction to which it is subject which has an effect similar to such events or proceedings).

12.2 Performance and Notice

openEHR International may put **The Affiliate** on Notice for performance in the event of any of the following:

13 openEHR International receives substantive complaints about **the Affiliate** from its members, other entities from within the **Affiliate Geography** or other affected parties;

14 openEHR International deems that the Affiliate's general performance is poor, despite not actively breaching the License conditions.

openEHR International may revoke **The Affiliate's** Affiliate status and terminate this agreement in the event that the issues giving rise to the Notice are not addressed within 90 days, or other mutually agreed period , by giving written notice to **The Affiliate**.

14.1 Termination by Affiliate

The Affiliate may decide unilaterally to terminate its involvement with openEHR, for example due to the closing of the host organisation, amalgamation or other local reasons. Such right can only be exercised by serving at least 30 days' notice in writing of such intention to **openEHR International**. In this case, **The Affiliate** is required to indicate its intention to **openEHR International** in writing, in order to enable an appropriate transition.

14.2 Effect of Revocation/Termination

Following receipt of notice of revocation/termination of this agreement for any reason, **The Affiliate** must obtain the prior written approval of openEHR to all announcements or notices in connection with termination, the future relationship between **openEHR International** and **The Affiliate** or the subject matter of this agreement.

On termination of this agreement, the provisions relating to termination under **Schedule 3 (Licensing Conditions)** shall take effect (including, without limitation, that all rights and licences granted to **The Affiliate** under this agreement in respect of the Marks shall terminate immediately) and **The Affiliate** undertakes that it shall:

- cease operating **openEHR** web-sites or other online platforms or communities representing **openEHR International**;
- not do or omit to do anything which might cause any person to believe that **The Affiliate** is still licensed to use the Name or other Marks or is in any way connected with **openEHR International** and shall take all reasonable actions to ensure that no records show **The Affiliate** as being licenced to use the Name or other Marks;
- change its official and any trading name to remove any element relating to the Name or other Marks;
- cease immediately to describe itself as or suggest it is an Affiliate of **openEHR International** or in any way connected to **openEHR International**;
- de-tag and disable all its domain names which include the Name or the Marks or in the opinion of **openEHR International** are similar to the same either in whole or in part.

On termination of this agreement (for whatever reason)/In the event that **The Affiliate** dissolves/closes or is wound up, **The Affiliate** shall undertake and do all things necessary and expedient to transfer all **openEHR**-related assets held by it (including but not limited to local openEHR website(s) and domain name(s)) to any succeeding Affiliate for **The Affiliate Geography**, or in the event that there is no successor at the relevant time, to **openEHR International**.

All provisions of this agreement which, in order to give effect to their necessary intent and meanings are capable of surviving its termination, shall survive termination of this agreement.

15 Indemnity

The Affiliate undertakes to indemnify and keep indemnified **openEHR International** from and against all actions, proceedings, claims, demands, costs, awards and damages arising directly or indirectly as a result of or which would not have arisen but for anything done or omitted to be done by **The Affiliate** (or by any person acting under any authority, sub-licence or permission of **The Affiliate**) in connection with its breach or non-performance of any undertaking or obligation contained in this agreement (including the Licensing Conditions).

openEHR International undertakes to indemnify and keep indemnified **The Affiliate** from and against all actions, proceedings, claims, demands, costs, awards and damages arising out of **The Affiliate's** reasonable use of **the Marks** in accordance with the terms of this agreement. Here, 'reasonable' either means formally approved in advance by **openEHR International**, or else fitting criteria that would ordinarily be approved by **openEHR International**.

16 Variations To This Agreement

This agreement may evolve over time in the following ways.

16.1 openEHR International Variation

A change to this agreement may be proposed by **openEHR International**. In this case, 90 days' notice will be given, during which time **The Affiliate** must decide whether to accept the changes. Where it accepts, it must make any material changes to its operation implied by the new version of the agreement within a mutually agreed period. If it does not accept, or if the changes are not to the reasonable satisfaction of **openEHR International**, its Affiliate status may be revoked and this agreement terminated on written notice by **openEHR International**.

16.2 Affiliate-proposed Variation

Changes to this agreement may be requested by **The Affiliate**. In this case, changes must be proposed in writing to **openEHR International** via the **Affiliate Program Board**. Changes that are approved by the APB will result in a new draft of this agreement that may be presented to **openEHR International** for final approval, potentially including legal review. Where modifications are required by **openEHR International**, they will be presented back to **The Affiliate** via the APB, in order to arrive at a mutually agreed version. When **openEHR International** approves the final version, it will replace the current version this agreement.

17 Costs

Each party shall bear responsibility for their own costs and expenses in relation to their own activities pursuant to this agreement, except as expressly stated otherwise.

18 No partnership or agency

Nothing in this agreement shall constitute one party as the agent or partner or joint venture of or with another and no party is entitled to act as or represent itself as agent for any other, nor to pledge another's credit. **The Affiliate** shall take all reasonable measures to ensure that all third parties with whom it has dealings know that it is a separate legal entity from **openEHR International** and that **openEHR International** is not liable for the debts of The Affiliate by virtue of this agreement or otherwise.

19 Non-waiver and severability

Failure of any party to enforce at any time any terms or other provisions of this agreement or to exercise, or exercise in full, a right under this agreement shall not operate as a waiver of the same. Each provision of this agreement shall be separately enforceable and the invalidity of one provision shall not affect the validity or enforceability of any other provision.

20 Assignment

This agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns but neither this agreement nor any rights or obligations under this agreement shall be assigned by **The Affiliate** to any third party without the prior written consent of **openEHR International**.

21 Rights of third parties

The parties intend that no term of this agreement may be enforced by a third party.

22 Notices

Any notice or consent to be given under this agreement shall not be binding unless made in writing and given personally or sent to the other parties by pre-paid post or by electronic transmission at its address as set out above or otherwise notified in writing to the other parties.

Notice given personally shall be deemed given at the time of delivery.

Notice sent by pre-paid airmail post shall be deemed to be given at the commencement of business of the recipient on the tenth working day next following its posting.

Notice sent by electronic transmission shall be deemed given at the time of its actual transmission.

23 Dispute Resolution

If a dispute (a **Dispute**) arises out of or in connection with any provisions of the agreement, the parties will use their reasonable endeavours to resolve the **Dispute** in an amicable, consultative and co-operative manner.

As part of the parties' efforts to resolve a **Dispute**, the parties may (but are not obliged to) by joint decision appoint an independent third party to assist with the resolution of the **Dispute** or to act as a mediator in respect of the Dispute, on such terms as the parties shall agree in writing. The costs of any such mediation shall be shared between **openEHR International** and **The Affiliate**.

In the case of a Dispute that cannot be resolved by any of the above means, **openEHR International** may oblige **the Affiliate** to enter into a formal mediation process. In the event that **the Affiliate** refuses to co-operate, **openEHR International** may revoke **the Affiliate** licence, effectively dissolving it.

24 Governing law and jurisdiction

This agreement and its interpretation, construction and effect shall be governed by the laws of England and the Parties hereby agree to submit to the exclusive jurisdiction of the English courts, unless otherwise mutually agreed by **openEHR International** and **the Affiliate**.

25 Entire agreement

This agreement constitutes the complete understanding between the parties and supersedes all previous agreements and understanding of whatever nature between the parties in relation to the subject matter herein.

Schedule 1

Affiliate Eligibility Criteria

1 Goals

An **Affiliate** is a **geography-based non-profit membership organisation** that has as its goals:

- **Diffusion** of openEHR technology within the Affiliate Geography, empowering local organisations to produce better quality HIT solutions, more economically;
- **Sharing** of local needs and experiences of using openEHR within the Affiliate geography among its members;
- **Capture** of local requirements for communication back to openEHR International as a means of feedback, enabling openEHR International to continue to serve its community.

It is envisaged that these goals can be met via (but not limited to) the following concrete types of activities:

- **Community development:** activities that build the Affiliate's network of individuals, implementers and institutions using openEHR;
- **Localisation:** adaptation & translation of openEHR materials for local consumption;
- **Education:** running of seminars, webinars, openEHR days etc, as a means of enabling local members to understand, use and improve openEHR;
- **Advocacy:** present openEHR and related open platform technology to government and other jurisdictional entities, and to industry within the geography;
- **Local Conformance Testing:** activities to help local companies and developers get solutions ready for conformance testing / testing;
- **Connectathons:** demonstration of solutions from the Affiliate geography working together as a platform / application ecosystem;
- **Commercial collaboration:** development of common marketing materials and resources for use by local vendors.

2 Geography

- 2.1** The geography covered by an Affiliate will often be a single country, but need not be. For example a single Affiliate might be set up for the region of Australasia, or for more than one European country with similar health systems and / or languages.
- 2.2** The rights of an organisation to operate as the Affiliate for a given territory will be assigned by **openEHR International**.
- 2.3** Over time, arrangements for how Affiliates relate to territory may change. For example, an Affiliate may originally cover more than one country, but at a later time, candidate group(s) for Affiliate status may emerge in the individual countries, or the original Affiliate may opt to split into several organisations.
- 2.4** In all cases, **openEHR International** will act as the arbiter and final assigner of Affiliate rights within territories, including managing competing claims, mergers and any other proposed changes to or replacement of earlier Affiliate agreements.

3 Legal Entity

The Affiliate must be legally established in one of two ways:

- As an independent non-profit entity of a legal type that is available in The Affiliate Geography e.g. club, association, charity, foundation etc; or
- As a recognised organisational unit of an existing independent non-profit organisation, such as a foundation, professional association, research institute etc.

The latter option is provided in order to facilitate the creation of openEHR Affiliates **within** related organisations, while avoiding the costs and work required to set up a completely new legal entity. Where this route is used, the organisational unit must have as its sole purpose to be the openEHR Affiliate for **The Affiliate Geography**, and this must be recognised within its hosting organisation. **The Affiliate** must provide such confirmation of this as **openEHR International** may require as part of **The Affiliate** onboarding process.

4 Affiliate Admission Procedure

- 4.1** **The Affiliate** is created by petition of current openEHR Individual and / or Organisational Members, seeking the right to create a new openEHR Affiliate for a stated geography.
- 4.2** Organisations or groups looking to represent a geographical region, and be accepted as an openEHR Affiliate, should be recommended to, put forward a proposal to, or be proposed by a Member of the **openEHR International Board**.
- 4.3** If the proposal is agreed, the openEHR International Board will issue a formal letter/email of appointment with a copy of this agreement.
- 4.4** At the time of proposal, at least one nominee must be an existing member of **openEHR International**.
- 4.5** Admission of **The Affiliate** as an openEHR Affiliate must be formally approved by the openEHR International Board when the following conditions are met:
- evidence has been provided of the viability of **The Affiliate** in terms of its membership (see Section 7 of this agreement);
 - an appropriate local legal entity whose governing document is consistent with the terms of this agreement and includes all provisions required herein in relation to **The Affiliate's** governance arrangements (see Section 8);
 - agreed domain name(s) have been registered (see Section 10);
 - an agreed localised form of the openEHR logo(s) have been created for use by **The Affiliate**;
 - the status of the 'openEHR' trademark has been determined and agreed between **openEHR International** and **The Affiliate**, in such a way as is in accord with this agreement;
 - **The Affiliate** has agreed to abide by the openEHR Affiliate agreement (this agreement), including any changes that may be made to it over the course of time.
- 4.6** When an Affiliate is approved, it will be announced to the openEHR Community and be represented on the openEHR.org website.

Schedule 2

The Marks

Part 1 – Registered/Pending Trade Marks

Country	Reg No.	Trademark	Classes	IP Holder	Renewal Date	Full details
Australia	939279	OPENEHR	9 16 35 42	openEHR FOUNDATION	06 January 2033	Here
European Union	002994853	OPENEHR	9 16 35 42	openEHR FOUNDATION	03 January 2033	Here
United Kingdom	UK00902994 853	OPENEHR	9 16 35 42	openEHR FOUNDATION	03 January 2033	Here
United States of America	7445889	OPENEHR	9 16 42	openEHR FOUNDATION	16 July 2034	Here

Part 2 – Unregistered/Common-Law Trade Marks

- *Derived Marks*: all Marks derived from Registered TradeMarks, including Affiliate name, domain names;
- *Marks in unregistered territories*: any Marks identical to the Registered TradeMarks, within territories where the latter are currently unregistered;
- *Logos*: all logos listed on the page <https://www.openehr.org/about/logos>
- *Straplines*: straplines found on the openEHR website, Discourse site, specifications sites, and other sites under the openEHR.org domain.

Schedule 3

Licensing Conditions

1. Definitions

- 1.1 This Schedule uses terms that are defined in this agreement.

2. Conditions

- 2.1 **The Affiliate** is required to comply at all times with these Licensing Conditions in respect of any and all rights granted to it under this agreement in respect of the **Marks**.
- 2.2 **The Affiliate** may not grant sub-licences of any of the **Marks** (or any other rights granted to it under this agreement) without the prior written consent of **openEHR International**. Such consent may be granted, withheld and/or withdrawn at **openEHR International**'s absolute discretion. Any such sub-licence shall contain an obligation on the sub-licensee to comply with **The Affiliate**'s obligations under this agreement and provide for immediate termination upon termination of this agreement for any reason.

3. openEHR's Obligations

- 3.1 **openEHR International** shall:
- 3.1.1 execute such documents which may be reasonably required in order to enable **The Affiliate** to obtain registration of the licence of the **Marks** pursuant to this agreement at the intellectual property office or other government office before which the **Marks** are registered or applied to be registered;
 - 3.1.2 pay all renewal and other fees necessary to maintain any registrations in respect of the Marks in **The Affiliate Geography**; and
 - 3.1.3 use its reasonable endeavours to protect the **Marks** in **The Affiliate Geography**.

4. openEHR International's Warranties

- 4.1 **openEHR International** warrants that, as far as it is aware:
- 4.1.1 **openEHR International** owns the **Marks** and has the right to grant **The Affiliate** the rights granted under this agreement; and
 - 4.1.2 **The Affiliate**'s use of the **Marks** under this agreement will not infringe the trade mark rights of any third party.

5. The Affiliate's Obligations

5.1 The Affiliate shall:

- 5.1.1 not do anything likely to damage **openEHR International's** name or reputation, or the reputation or the goodwill attaching or accruing to the **Marks**;
- 5.1.2 at the written request of **openEHR International** take steps to record itself as a registered user or licensee of the **Marks** in **The Affiliate Geography** and to cancel any such entry as **openEHR International** may require on termination of this agreement;
- 5.1.3 comply with any reasonable brand guidelines or quality control measures as may be issued by **openEHR International** from time to time;
- 5.1.4 use the **Marks** for a purpose and in a manner which is consistent with, and which further promotes, the objects, mission and policies of openEHR International; and
- 5.1.5 notify **openEHR International** immediately on the occurrence of any event which has the potential to impact negatively on this agreement, the **Marks**, or on **openEHR International's** stakeholders, beneficiaries, donors and recipient organisations.

5.2 The Affiliate shall not, and shall not permit any other person, to:

- 5.2.1 during or after the Term in any part of the world use or register, or attempt to use or register, or claim rights in any of the **Marks** or any sign or signs which are confusingly or colourably similar to any of the **Marks**, other than as authorised under this agreement;
- 5.2.2 do anything, or make any omission, which may denigrate the value of the **Marks** or render invalid any registration in respect of the **Marks**;
- 5.2.3 do anything, or make any omission, which may assist or give rise to an application to remove the **Marks** from any trade marks register or which might prejudice the right or title of **openEHR International** to the **Marks**;
- 5.2.4 make any statement or representation, or do anything, which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the **Marks** or any confusingly or colourably similar sign or signs except under the terms of this agreement; or
- 5.2.5 use the **Marks** or any confusingly or colourably similar sign or signs except as authorised by this agreement.

6. Protection of the Marks

- 6.1** **The Affiliate** acknowledges that **openEHR International** owns all rights in the Marks.
- 6.2** Use by **The Affiliate** of the Marks shall not operate to transfer to **The Affiliate** any rights in respect of the Marks, and **The Affiliate** acknowledges that all rights in the Marks including any goodwill attaching or accruing to them belong to and shall remain vested in **openEHR International**.
- 6.3** **The Affiliate** acknowledges that it, and any parties to which it has granted sub-licences, has and shall acquire under this agreement no rights relating to the **Marks**.
- 6.4** **The Affiliate** shall not claim any right, title or interest in the **Marks** based upon any use of or right in the Marks prior to the execution of this agreement.
- 6.5** If **The Affiliate** becomes aware of any unauthorised use or infringement of any of the Marks or of any claims or actions in connection with any of the **Marks**, it shall promptly notify **openEHR International** with full details.
- 6.6** **The Affiliate** may not bring, defend or settle any action in relation to the Marks, without **openEHR International**'s prior written agreement which may be granted or withheld at **openEHR International**'s absolute discretion. **openEHR International** may at its sole discretion elect to bring or defend any proceedings in relation to the Marks. Where **openEHR International** does bring or defend such an action, it may require **The Affiliate** to join it in doing so. Where either party brings or defends any such action, the other party shall upon request provide all reasonable assistance (including providing documents and making relevant people available) in respect of that action.

7. Termination

7.1 On termination of this agreement, except as expressly agreed in writing with **openEHR International, The Affiliate** will:

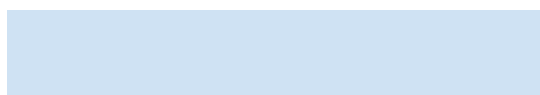
- 7.1.1 immediately cease to use the Name, and refrain from use of the same or any confusingly or colourably similar name or names;
- 7.1.2 immediately cease to use the Marks, and refrain from use of the same or any confusingly or colourably similar sign or signs (for the avoidance of doubt this includes trade marks and names);
- 7.1.3 direct any enquiries regarding the Name and/or Marks to **openEHR International**;
- 7.1.4 co-operate with **openEHR International** in cancelling any registration of this agreement as a licence or of **The Affiliate** as a permitted user of the Name and Marks;
- 7.1.5 destroy all the materials bearing the Name and/or **Marks** and return to **openEHR International** all material belonging to **openEHR International**; and
- 7.1.6 immediately cease to grant new sub-licences, and inform any and all sub-licensees of the termination of their licence or if requested by **openEHR International** and the sub-licensee consents, assign any sub-licence to the agreed third party.

Affiliate Agreement

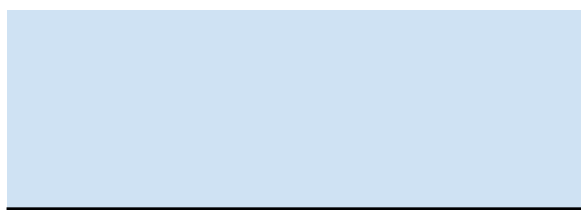
Signature Page

AGREED by The Affiliate through the below authorised signatory:

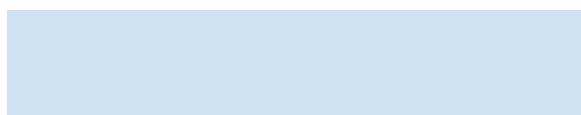
For and on behalf of



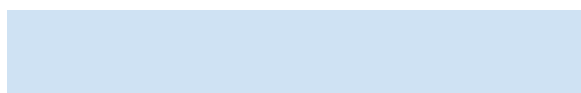
[Affiliate Name]



Signed



Name



Date

[DD/MM/YYYY]