

MEDBIQUITOUS® PROGRAM PARTICIPATION AGREEMENT

Effective Date	
Participating Organization	
Address	
Contact Person	
Contact Person Email Address	
Participation Type (See Schedule 2)	
Participation Fee (See Schedule 2)	

THIS MEDBIQUITOUS® PROGRAM PARTICIPATION AGREEMENT (“Agreement”) is executed by and between the Association of American Medical Colleges (“AAMC”) and Participating Organization regarding Participating Organization’s participation in the MedBiquitous® Program, the standards development program of the AAMC (“MedBiquitous Program” or “Program”).

The AAMC and Participating Organization hereby agree as follows:

1. DESCRIPTION OF THE MEDBIQUITOUS PROGRAM

- a. The MedBiquitous Program is the developer of information technology standards for health professions education and credentialing (“MedBiquitous Standards”). The Program creates infrastructure to support technologies in the digital transformation of the health professions. This infrastructure supports learners in ways that will improve patient care and simplify the administrative work associated with education and quality improvement.
- b. The MedBiquitous Standards are open and available to the public under the terms and conditions set forth on the MedBiquitous website. Participating Organization shall have the right to use the MedBiquitous Standards as set forth herein.
- c. The Program develops standards through a participatory model involving:
 - i. Participating Organizations – organizations that execute this participation agreement with the AAMC to participate in the standards development process of the Program;
 - ii. Participants – individuals or a representative of a Participating Organization that participates in the standards development process on the individual’s or organization’s behalf, respectively;
 - iii. Steering Committee – a selected group of Participants that provides oversight and guidance to the Program;
 - iv. Voting Body – the consensus body of Participants that votes on MedBiquitous standards; and
 - v. Director – the head of the MedBiquitous Program, an AAMC employee.

- d. All participants in the MedBiquitous Program adhere to a common set of principles and understandings (MedBiquitous Program Governance Overview, Schedule 1) and the MedBiquitous Standards Program Operating Procedures (available at <https://medbiq.org/procedures>).

2. PARTICIPATING ORGANIZATION’S RIGHTS AND OBLIGATIONS

- a. Participating Organization’s rights and obligations to participate in the Program are set out in the MedBiquitous Program Governance Overview, Schedule 1.
- b. Participating Organization shall have the right to propose new standards as outlined in the MedBiquitous Standards Program Operating Procedures available on the MedBiquitous website. Through its participation, Participating Organization will have access to MedBiquitous Standards before they are published to the general public.
- c. Participating Organization shall make good faith efforts to contribute to the work of the Program, including participation in Working Groups and to provide a Participant to vote in the Voting Body. This obligation is material to Participating Organization’s participation in the Program, and at the discretion of the Steering Committee (see Schedule 1), Participating Organization may be found in default of this Agreement.
- d. Participating Organization may identify itself as a MedBiquitous Participating Organization as described in Section 8(a).
- e. Participating Organization shall abide, and shall reasonably direct its Participant(s) and authorized users to abide, by any terms of use and access for any websites, platforms, or communication tools provided by the AAMC for the work of the Program, including but not limited to the MedBiquitous Virtual Community, the MedBiquitous website (medbiq.org), and the AAMC website (aamc.org).
- f. The right to act as a Participant is personal to the Participating Organization and does not extend to the Participating Organization’s Affiliates. Affiliates shall mean any corporation or other entity controlling, controlled by, or under common control with the Participating Organization 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 voting 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. AAMC’S RIGHTS AND OBLIGATIONS

- a. The AAMC shall operate the MedBiquitous Program as set out in the MedBiquitous Program Governance Overview, Schedule 1.
- b. The AAMC shall use diligent efforts to provide the strategic, technical, and administrative leadership to accomplish the Program’s goals, including but not limited to, the provision of the Director.
- c. The AAMC shall identify Participating Organization as a MedBiquitous Participating Organization, as described in Section 8(a).
- d. The AAMC shall obtain and make available to Participating Organizations any websites, platforms, or communication tools necessary for the work of the Program.

- e. Any personal information collected by the AAMC in its performance of this Agreement will be protected by the AAMC under the terms of its Privacy Statement (available at <https://www.aamc.org/privacy>).
- f. The AAMC may use third party subcontractors to provide the MedBiquitous Program.
- g. The AAMC may make additional services not otherwise provided under this Agreement available to Participating Organization under the terms of a separate agreement.

4. TERM AND TERMINATION

- a. Agreement Term. The initial term of this Agreement begins on the Effective Date and continues until two years from the first June 30 after the Effective Date (“Initial Term”), unless earlier terminated. The Agreement will extend automatically for subsequent three-year terms (each a “Renewal Term” and together with the Initial Term, the “Term” of the Agreement), unless AAMC or Participating Organization provides a notice of nonrenewal to the other party at least six months prior to the start of the next Renewal Term.
- b. Termination for Material Breach. If either the AAMC or Participating Organization (i) commits a material breach or material default in the performance or observance of any of their obligations under this Agreement, and (ii) such breach or default continues for a period of sixty (60) days after delivery by the non-breaching party of written notice reasonably detailing such breach or default, then (iii) the non-breaching or non-defaulting Party shall have the right to terminate this Agreement, with immediate effect, by giving written notice to the breaching or defaulting party.
- c. Withdrawal. Participating Organization may elect, at any time, to withdraw as a Participating Organization in the Program (“Withdrawal”). In the event of a Withdrawal, Participating Organization shall not be entitled to a refund of any portion of its Participation Fee and shall pay, on the date of Withdrawal, all Participation Fees that would have otherwise accrued for the remainder of the Term but for the Withdrawal.

5. FEES AND EXPENSES

- a. Participating Organization shall pay fees to the AAMC for its participation in the MedBiquitous Program as provided in Participation Types and Fees, Schedule 2.
- b. Participating Organization shall pay the fee(s) within thirty (30) days of receipt of AAMC’s invoice. If Participating Organization’s account is more than thirty (30) days past due with respect to any undisputed amounts owed, in addition to any other rights or remedies the AAMC may have under this Agreement or by law, AAMC reserves the right to suspend Participating Organization’s participation in the MedBiquitous Program until such amounts are paid in full.
- c. The Participation Fee is non-refundable, except for AAMC’s material breach of this Agreement.
- d. Travel and other expenses, including staff time, incurred by Participating Organization to take part in the MedBiquitous Program are the responsibility of Participating Organization, unless the AAMC expressly agrees otherwise in writing.

6. RELATIONSHIP OF THE PARTIES

- a. It is expressly understood and agreed the relationship of the AAMC and Participating Organization shall at all times be considered that of independent parties to a contractual relationship. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, joint venture, partnership, association, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

7. LICENSE

- a. The MedBiquitous Standards are made available to all pursuant to the terms of the MedBiquitous public license available at <https://medbiq.org/license>.
- b. Other than the license expressly granted in Section 7(a) above, the AAMC shall retain all right, title, and interest in and to the MedBiquitous Standards. The Participating Organization covenants that in the event the Participating Organization 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 Program unless and until such modification is officially adopted as provided in the MedBiquitous Standards Program Operating Procedures.

8. OTHER INTELLECTUAL PROPERTY RIGHTS AND OBLIGATIONS

- a. Trademarks.
 - i. Each party shall retain all right, title, and interest in and to its trademarks, service marks, and trade names worldwide, including any goodwill associated therewith.
 - ii. The AAMC shall own all right, title, and interest 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”).
 - iii. Each party may use the other party’s name or marks, including logos and the MedBiquitous Marks, to communicate Participating Organization’s participation in the MedBiquitous Program, subject to any reasonable instructions regarding use from the other party regarding its name, logo, or marks.
- b. Improvements.
 - i. Participating Organization may provide intellectual property, suggestions, data, or other information to the Program regarding the development of MedBiquitous Standards and possible improvements to the MedBiquitous Program, and any inventions, product improvements, modifications, or developments made by Program will be the exclusive property of the AAMC (“Program Improvements”). Participating Organization hereby assigns to AAMC any and all right, title, and interest Participating Organization has or may acquire in, to, or under any Program Improvements. Unless AAMC expressly agrees otherwise in writing, AAMC shall have no obligation to make any Program Improvements.

9. CONFIDENTIALITY

- a. Each party may have access to and receive certain confidential, proprietary or non-public business information and/or trade secrets from other Participating Organizations, Participants, the Program, or the AAMC (“Proprietary Information”).
- b. The receiving party agrees to keep strictly confidential all Proprietary Information of the other party and to hold and protect the information as it would its own Proprietary Information, but to no less than reasonable standard of care. The receiving party shall not at any time, directly or indirectly, use, disclose or divulge any Proprietary Information of the disclosing party, except as contemplated hereunder or as necessary or permitted in connection with the performance of a written agreement by and between the parties. Subject to Section 8(b)(i), all Proprietary Information provided by the disclosing party to the receiving party pursuant to this Agreement shall be and remain the sole and exclusive property of the disclosing party. At the request of the disclosing party, the receiving party shall promptly return or destroy all tangible Proprietary Information of the disclosing party, together with all copies made thereof and any other media that incorporates the Proprietary Information of the disclosing party, except for copies of any computer records or files containing Proprietary Information that have been created pursuant to any automatic archiving or back-up procedures that cannot be reasonably deleted; provided that the receiving party shall not disclose, access, or use any such records or files following the date on which the receiving party would have otherwise destroyed or returned the Proprietary Information of the disclosing party.
- c. Obligations hereunder will not apply to information that: (i) is or becomes available from public sources through no wrongful act of the receiving party; (ii) is already in the receiving party’s possession prior to the date of this Agreement without an obligation of confidentiality; (iii) is rightfully disclosed to the receiving party by a third party with no obligation of confidentiality; (iv) is independently developed by the receiving party; or (v) is required to be disclosed pursuant to any law, or any court or regulatory order served on the receiving party, provided that the receiving party gives the disclosing party prompt notice of such required disclosure and an opportunity to contest such order or otherwise protect its Proprietary Information.

10. RESPONSIBILITY FOR LIABILITY

To the extent permitted under applicable law:

- a. Each party agrees that it shall be responsible for all demands, claims, damages to persons or property, losses, liabilities, including reasonable attorney fees, arising out of or caused by the party’s negligence or intentional misconduct if assessed by a court of competent jurisdiction to be the responsibility of that party.
- b. Each party shall promptly notify the other party in writing of any claim that may be subject to this section. Each party shall cooperate with each other in the investigation and disposition of any claim, provided that nothing in this Agreement shall require either party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this section shall survive the termination or expiration of this Agreement.

11. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

The parties agree to comply with all applicable national, state/provincial, and local rules, regulations, and laws, including, but not limited to, unlawful discrimination, anti-corruption, antitrust and competition, data privacy, and harassment laws.

12. WARRANTY AND DISCLAIMER

- a. Each party warrants that (i) it is able to enter into this Agreement and is not limited or restricted by any agreements with any third parties in the exercise of its rights and obligations under this Agreement, and (ii) it shall perform its obligations under this Agreement in a professional manner.
- b. OTHER THAN THE WARRANTIES MADE IN SECTION 12(A), THE AAMC 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 PARTICIPATING ORGANIZATION IN CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY STANDARD ENDORSED BY THE PROGRAM, WITHOUT LIMITING THE FOREGOING, THE AAMC DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR AS TO COMPLETENESS OR ACCURACY OF ANY INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT. PARTICIPATING ORGANIZATION RELEASES THE AAMC FROM ANY AND ALL LIABILITY FOR INACCURATE OR INCOMPLETE INFORMATION AND AGREES THAT ALL COMPUTER CODES OR PROCESSES OR RELATED SERVICES PROVIDED OR MADE AVAILABLE TO THE PARTICIPATING ORGANIZATION THROUGH THE PROGRAM SHALL BE ACCEPTED BY PARTICIPATING ORGANIZATION “AS IS”.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (I) THE OBLIGATIONS IN SECTION 10 (RESPONSIBILITY FOR LIABILITY), (II) LIABILITY ARISING FROM A PARTY’S RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND/OR FRAUD, OR (III) PARTICIPATING ORGANIZATION’S PAYMENT OBLIGATIONS FOR FEES DUE UNDER THIS AGREEMENT, THE FOLLOWING LIMITATIONS OF LIABILITY SHALL APPLY:

- a. IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID OR PAYABLE BY PARTICIPATING ORGANIZATION UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.
- b. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED

WITH THE PROGRAM, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. PARTICIPATING ORGANIZATION WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS FOR FEES UNDER THIS AGREEMENT ARE EXCLUDED AS THE AAMC'S LOST PROFITS.

14. MISCELLANEOUS TERMS

- a. **Survival.** Sections 5, 9, 10, 12, 13, and 14 shall survive the termination or expiration of this Agreement for any reason.
- b. **Severability.** Any term or provision of this Agreement that is found to be invalid or unenforceable by a court having jurisdiction will be deemed to be restated to reflect, as nearly as possible, the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.
- c. **No Waiver.** The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions or any other provisions.
- d. **Assignment.** Neither party may assign or transfer its obligations or interest in this Agreement without the express written agreement of the other party. Subject to the above restrictions on assignment and transfer, this Agreement shall be binding on the successors and assigns of the parties hereto.
- e. **Ethics Hotline.** The AAMC is committed to conducting its business in an ethical and legal manner. AAMC employees are bound to comply with the AAMC's ethical conduct policy, including complying with all laws, disclosing any conflict of interest, and otherwise acting in a manner that places the AAMC's interests above any personal interest. If Participating Organization would like to make a report regarding possible unethical behavior of an AAMC employee, Participating Organization may contact the AAMC's third-party Ethics Hotline at 855-729-0137 or online at www.aamc.ethicspoint.com. A report may be made on an anonymous basis. All reports are treated confidentially. The AAMC is committed to non-retaliation against any individual who makes a report.
- f. **Force Majeure.** Neither party shall be responsible for any delay or failure in performance under this Agreement for causes beyond that party's control, including, but not limited to, riots, strikes, war, civil unrest, national emergencies, floods, fires, acts of God, acts of terrorism, government orders, or statutory or regulatory enactments; provided that, said party takes reasonable steps to accommodate and to prevent a delay or failure to perform.
- g. **Export.** Participating Organization will not permit its Authorized Representative(s) or any other authorized user of Participating Organization to access, use, or participate in the MedBiquitous Program in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.
- h. **Federal Government End Use Provisions (if applicable).** AAMC provides the MedBiquitous Standards and Program, including related software and technology, for federal government end use solely in accordance with the following: Government technical data and software rights related to the MedBiquitous Standards and Program include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211

(Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a “need for” right not conveyed under these terms, it must negotiate with the AAMC to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.

- i. **Notices.** All notices or communications required or permitted hereunder shall be in writing and delivered by hand or sent by certified mail, return receipt requested; by email to the email address listed below or Contact Person’s Email Address on page 1 of this Agreement; or by reputable overnight courier, to the address set forth below or such other address as may be designated by a party in accordance with this Section 14(i):

To the AAMC:

Association of
American Medical Colleges
655 K Street NW, Suite 100
Washington, DC 20001-2399
medbiq@aamc.org
ATTN: Director, MedBiquitous Program

To Participating Organization:

Participating Organization’s address
as stated on page 1 of this Agreement

ATTN: Contact Person

With a copy to: Chief Legal Officer

- j. **Governing Law.** This Agreement shall be governed exclusively by the internal laws of the District of Columbia, without regard to its conflicts of laws rules.
- k. **Arbitration.** Disputes arising under this Agreement will be resolved by the parties through good faith negotiations in the ordinary course of business. Any dispute not so resolved will be submitted for binding arbitration, at the written request of either party, before a single arbitrator under the JAMS Streamlined Arbitration Rules and Procedures in the District of Columbia or at another location as mutually agreed. Selection of the arbitrator will be by mutual agreement of the parties or, failing agreement within twenty (20) days, by JAMS pursuant to its then-current rules. The amount and responsibility for payment of arbitration costs will be one of the issues decided by the arbitrator, whose decision will be in accordance with the terms and conditions of this Agreement. No damages excluded by or in excess of the damage limitations set forth in this Agreement shall be awarded. During any such arbitration, the parties will continue diligent performance of this Agreement. The arbitrator will render a written decision stating reasons therefore in reasonable detail within ninety (90) days after the respondent receives the Commencement Letter. The provisions of this Section, and any award issued by an arbitrator, may be enforced by either party in any court of competent jurisdiction. Arbitration is the exclusive remedy for disputes arising under this Agreement; the Parties hereby waive their rights to bring a lawsuit to resolve a dispute arising under this Agreement.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same

agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

- m. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements concerning the services described herein and may only be amended by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties through their authorized signatories have signed below to indicate acceptance to the terms of this Agreement:

**Association of
American Medical Colleges**

Participating Organization

Alison Whelan, MD
Chief Medical Education Officer

Name:
Title:

Date

Date

SCHEDULE 1

MedBiquitous Program Governance Overview

Words used herein but not otherwise defined shall have the meanings ascribed to them elsewhere in the MedBiquitous Program Participation Agreement. The AAMC may amend this Governance Overview at any time at its sole discretion with reasonable advance notice to Participating Organizations and Participants.

I. MedBiquitous Program Overview

The MedBiquitous Program was originally founded by Johns Hopkins Medicine in partnership with professional medical societies and acquired by the AAMC in 2018. The Program's purpose is to develop and promote information technology standards for the health professions that advance lifelong learning, continuous improvement, and better patient outcomes. The Program is currently seeking accreditation 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' Participants are creating a learning infrastructure for advancing the health professions. Based on XML, Web services and other internet technologies, this infrastructure will weave together the many activities, organizations, and resources that support the ongoing education and improvement of healthcare professionals. Ultimately, this infrastructure 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' Participants are organizations and individuals 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 Program include:

- a. The creation of standards for data exchange and communication among healthcare professional societies, certifying boards, educators, publishers, and industry partners that support health professions education, assessment, credentialing, and quality improvement.
- b. 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, credentialing, and quality improvement.
- c. The provision of a neutral forum for learning about best technology practices and freely exchanging ideas on use of technology for education, assessment, credentialing, and

quality improvement.

II. MedBiquitous Program Organization

The organization of the Program is designed to facilitate the democratic establishment of technology standards and software requirements for healthcare education and competence assessment. The Program is headquartered in Washington, DC. The Program consists of a Director, a Steering Committee, a Voting Body, a Technical Advisory Group, a Research and Alignment Group, Working Groups, Participants, Staff, and Invited Experts. Participation in the Program is governed by the MedBiquitous Program Participation Agreement, which incorporates by reference this MedBiquitous Program Governance Overview, and the MedBiquitous Standards Program Operating Procedures (available at <https://medbiq.org/procedures>) (the “Governing Documents”).

a. Sponsor

The AAMC is the owner and sponsor of the Program and is committed to supporting its development and operation.

While the AAMC is the sponsor of the Program, the AAMC relies on the efforts of the Participants to fully execute the purpose and activities of the Program. The guiding principle of the Program is that its Participants are best served by an open, democratic process in which the responsibilities for the Program are distributed among the Participants. This document sets forth that allocation of responsibilities, and each Participant must make a commitment to actively participate in the governance and operation of the Program, including potentially serving on the Steering Committee and being prepared to participate in the standards development process.

The AAMC employs the Director and other staff to support the work of the Program. The AAMC may participate in the Program as a Participating Organization (for no fee) to represent its interests separate and divergent from those as sponsor of the Program.

b. Director

The Director is responsible for developing the strategic direction of the Program, for overseeing the activities of the Program, the Steering Committee, and ensuring that the Program’s activities further the purposes of the Program, serve the interests of the Participants, and are conducted in accordance with the Program’s Governing Documents. The Director is an *ex officio* voting member of the Steering Committee and Voting Body.

The Director oversees the day-to-day operations of the Program. The Director coordinates the efforts of Program Staff, Working Groups, and Steering Committee. In keeping with that responsibility, the Director assigns Project Proposals approved by the Steering Committee to a Working Group and to the Technical Advisory Group if the project is to be developed as an American National Standard. If the Project Proposal brings up an issue that the Program is not currently addressing, the Director can establish a Working Group to address the issues brought up in the Project Proposal. The Director appoints Program Participants and Invited Experts to the Working Group and further appoints (an) individual(s) to serve as the Working Group Chair and

another individual to serve as Editor. If the Project Proposal relates to an issue currently being addressed by a Working Group, the Director can direct the Project Proposal to the appropriate Working Group.

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

c. Steering Committee

The Steering Committee is responsible for evaluating Project Proposals submitted by Participants, selecting the projects to be undertaken by the Program, and determining whether the projects are appropriate for development as an American National Standard. The Steering Committee is thus charged with implementing the strategic direction given to the Program by the Director and the Participants by selecting projects consistent with those strategic goals. The Steering Committee shall make its determinations using the guidelines set forth in these Governing Documents and as otherwise may be promulgated by the Director.

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

The Steering Committee shall use reasonable efforts to perform its responsibilities under the Governing Documents, to encourage compliance with the Governing Documents by all Participants, and to promote proper use of the Program's intellectual property rights, in accordance with, and subject to, the needs of the Program in the context of its overall mission.

The Steering Committee may establish one or more subcommittees to assist it in carrying out its responsibilities.

Except as provided in the Operating Procedures, a majority of the Steering Committee voting at a meeting is required to take or approve any action. A majority of the Steering Committee shall constitute a quorum for voting purposes.

The Steering Committee consists of individuals appointed by the Director and the Director. There are no formal prerequisites to serve on the Steering Committee, although an effort will be made by the Director to include individuals on the Steering Committee who have technical and other expertise relevant to the Steering Committee's responsibilities.

To ensure fair representation of the varied groups that comprise the Program, seats on the Steering Committee will be divided in the following manner:

Participation Type	Number of Steering Committee Seats (including Chairs)
Non-Profit Organizations	3 seats
For-Profit Industry Partners	3 seats

AAMC	1 seat
Government	1 seat
Health Professions Education and Training Programs	4 seats
Director	1 seat

If a seat cannot be appointed to an individual representing a government agency Participating Organization, that seat may be appointed to a non-profit organization or health professions education and training program.

Steering Committee members may be nominated by the existing Steering Committee subject to maintaining the required allocation among the Participation Types. Final appointment is determined by the Director. Steering Committee members shall serve for a one-year term and may be re-appointed for up to three consecutive terms or until a successor from the Participation Type is identified. Steering Committee membership may resume after a minimum one-year hiatus from the last appointment. Appointment to the Steering Committee may not exceed 18 years total for the lifetime of the individual.

A Steering Committee member may be removed by a two-thirds vote of the Steering Committee or by a two-thirds vote of all Participants within the Participation Type represented by the Steering Committee member. A substitute Steering Committee member may be appointed by majority vote of the Steering Committee who shall continue to serve until the next regularly scheduled appointment of that Steering Committee position.

The Director appoints a Chair to preside over Steering Committee activities. The individual appointed to serve as Chair serves one year as Chair Elect, one year as Chair, and one year as Immediate Past Chair, but only to the extent such person remains on the Steering Committee.

The responsibilities of the Chairs will be as follows:

- i. Chair Elect – Oversight of the Voting Body and its procedures
- ii. Chair – Oversight of Steering Committee Activities
- iii. Immediate Past Chair – Oversight of annual meeting Planning Committee and other community engagement activities.

The Director appoints the Chair, which is reviewed by the Steering Committee and approved by the Voting Body.

The Steering Committee, at its option, may appoint a Secretary and such other roles as the Steering Committee deems necessary to carry out the purposes of the Program. Those that hold these roles may be removed and successors appointed by majority vote of the Steering Committee.

d. 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(s), one or more Program Staff and/or Invited Experts, and Participants of the Program. The Director 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 Director appoints the Working Group Chair, the Program Staff Participant sitting on the Working Group, and Working Group Participants. The Director or the Working Group Chair may appoint Invited Experts. If a Working Group Participant's behavior is seen as problematic, the Chair may request that the Director remove that Participant from the Working Group. The Director reserves the right to remove the Chair(s) or Editor if they are unable to meet their responsibilities.

e. Technical Advisory Group

The MedBiquitous Technical Advisory Group is responsible for maintaining the integrity of the collection of MedBiquitous standards. The Director assigns ANSI approved standards proposals to the Technical Advisory Group. The Technical Advisory Group shall guide the standards proposals through the process of creating official ANSI standards.

The Director appoints the Chair and Editor of the Technical Advisory Group. There is no term limit, so long as the individual is a Participant or qualifies as a Legacy Individual Contributor. Membership numbers of the group will be monitored and capped if activities of the group are unduly impacted by the volume of participation; otherwise there is no limit to the size of the roster. If a member of the group cannot meet their responsibilities, the Chair may request that the Director remove the Participant from the group. The Director reserves the right to remove the Chair or Editor if they are unable to meet their responsibilities.

f. Research and Alignment Group

The MedBiquitous Research and Alignment Group is responsible for maintaining harmonization and alignment of the MedBiquitous standards with other standards, ANS or otherwise. This group is also responsible for investigating new opportunities for MedBiquitous, including emerging and upcoming technologies.

The Director appoints the Chair and Editor of the Research and Alignment Group. There is no term limit, so long as the individuals represent a Participating Organization, are a public Participant or qualify as Legacy Individual Contributors. Membership numbers of the group will be monitored and capped if activities of the group are unduly impacted by the volume of participation; otherwise there is no limit to the size of the roster. If a member of the group cannot meet their responsibilities, the Chair may request that the Director remove the Participant from the group. The Director reserves the right to remove the Chair or Editor if they are unable to meet their responsibilities.

g. Voting Body

The Voting Body serves as the consensus body for MedBiquitous standards. The Voting Body conducts its activities in accordance with the MedBiquitous Standards Program Operating Procedures. The Voting Body is overseen by the Chair Elect of the Steering Committee.

h. Participating Organizations and Participants

Participating Organizations and individual public Participants include professional societies and healthcare organizations, healthcare companies, commercial industry partners, universities, government entities and individuals. The Steering Committee sets forth guidelines for considering applications for participation. Each Participant must commit to adhering to these Governing Documents.

Types of Participants:

- i. Opt-in Participants: Organizations identified as HPE schools/training programs and AAMC members can participate with no fee; however, an organization must officially apply and declare its interest before being recognized as a Participant.
- ii. Paid Participants: As outlined in the Schedule 2, those organizations that do not meet the qualifications as an opt-in Participant may apply as a paid Participant.
- iii. Individual contributors and public Participants: Individuals with a material interest or subject matter expertise in the standards may participate in the MedBiquitous community. Individual contributors will be held to the same rules and responsibilities as the other participants. Interested parties who are not affiliated with a Participating Organization and who wish to join the Voting Body shall submit an application to the Steering Committee to participate as a public Participant.

Each Participating Organization may nominate an individual and an alternate to serve on the Voting Body, which votes on proposed American National Standards as indicated in the MedBiquitous Standards Program Operating Procedures.

Each Participant may nominate individuals to participate in Working Groups, and the Director may appoint such nominees to an appropriate Working Group. If the Director determines that a nominee is not appropriate for a specific Working Group or is generally not acceptable to the Program, the Participant may nominate another individual or may appeal the Director's decision to the Steering Committee.

Each Participating Organization may determine the internal process by which it shall ascertain and cast its vote.

i. Program Staff

The Program Staff assists and guides the Participants with the creation of standards and requirements. The Director will determine specific staffing requirements for the Program.

j. Invited Experts

The 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 Participating Organization. Invited Experts will be required to disclose any intellectual property right claims to the Program, which in turn discloses intellectual property right claims to Participants.

k. Legacy Individual Contributors

Legacy individual contributors are defined as individuals who have materially contributed to the development of the MedBiquitous standards and/or community prior to 2019 and are not affiliated with Participating Organizations. These individuals can continue to participate on committees, in addition to workgroups, but cannot be appointed to new leadership positions beyond July 1, 2020, or the date when the new participation model takes effect, whichever occurs later. Individuals with this status are encouraged to apply as public Participants to assume those rights and responsibilities.

SCHEDULE 2

Participation Types and Fees

Participation Type			Participation Fee	Prorated Fee
All Health Professions Education Institutions and Training Programs, including AAMC Members (medical schools and teaching hospitals)			\$0	N/A
Non-profit Organizations and Government Agencies				
	Annual Revenue	<\$25M	\$2,500	\$1,250
		<\$50M	\$4,500	\$2,250
		<\$200M	\$6,500	\$3,250
		>\$200M	\$9,000	\$4,500
For Profit Organizations				
	Annual Revenue	<\$25M	\$4,000	\$2,000
		<\$50M	\$5,500	\$2,750
		<\$200M	\$7,500	\$3,750
		>\$200M	\$10,750	\$5,375

For applications received between January 1, 2022 and June 30, 2022, Participating Organizations will be charged half (50%) of the Participation Fee.

Fees are in U.S. dollars, paid on an annual basis, and are subject to change.