

OSCAR Affiliated Product Charter

One Community. One Cause. One OSCAR.

The OSCAR Affiliated Product Charter (“Charter”) defines how OSCAR EMR, Charter OSCAR Service Providers (“Charter OSP”) and the community of OSCAR users work together (One Community) toward the vision of realizing continuous health improvement for all (One Cause) through open, transparent collaboration and the provision of a robust and comprehensive software product (One OSCAR) in a manner that enhances the effectiveness and integrity of the open-source software model in a regulated environment. The Charter provides clarity and transparency regarding the requirements of the Affiliated Product in accordance with OSCAR EMR’s ISO 13485:2003 (Medical Devices) certified Quality Management System (“QMS”).

Where a Client wishes to receive and maintain OSCAR as an Affiliated Product of OSCAR EMR with all corresponding benefits and relevant certifications, and wishes to realize the full benefits of transparent collaboration and sharing as an active participant in the OSCAR open-source community,

the Charter OSP, through its affiliation with OSCAR EMR, will at all times ensure the OSCAR software provided to and maintained for the Client is fully compliant with OSCAR EMR’s QMS as an Affiliated Product, enabling the Client to collaborate freely with other OSCAR users throughout the open-source community, and to contribute to the continuing evolution and sustainability of the OSCAR ecosystem.

In accordance with this commitment, Charter OSP agrees to the following:

1. The OSCAR software installed and maintained will be the latest version of the Affiliated Product as released and maintained by OSCAR EMR (e.g. General Release or subsequent Fix Release) or, if supported by the Charter OSP, a pilot version approved by OSCAR EMR.
2. OSCAR EMR will be notified of any bugs identified in the open-source code of the OSCAR software within no more than 2 business days following preliminary confirmation and documentation of the bug by the Charter OSP, it being understood in exceptional circumstances such notification may occur within a reasonable period beyond 2 business days, and in the case of critical bugs, the Charter OSP shall endeavour to provide such notification on the same business day the bug is identified.
3. Code modifications made by the Charter OSP to fix a bug in the open-source code of the OSCAR software will be completed in accordance with OSCAR EMR’s Bug Fix Process, and will be committed to the appropriate OSCAR EMR code repository within no more than 5 business days following implementation of the fix for the Client.

4. Any code modifications made to improve functionality or add new features to the OSCAR software will be completed in accordance with OSCAR EMR's Change Request Process. Specifically, the Charter OSP shall:
 - o Include a Change Request approved by OSCAR EMR for sign-off by the Client prior to commencing any development requested by the Client; and
 - o Ensure code enhancements are completed per the approved Change Request, and contributed to/approved by OSCAR EMR prior to implementation of the enhancements for the Client.

Unless otherwise agreed in writing, all modifications requested by the Client will be completed with the understanding they are to be contributed to OSCAR EMR's "OSCAR Master" repository for the benefit of all in the OSCAR community in the next release (and where requested by the Client, also made available in a Pilot Branch of the current OSCAR release per OSCAR EMR's process).

5. The Charter OSP shall ensure that any integration of the OSCAR software covered by this Service Contract with an external application for the purpose of extending or complementing OSCAR's functionality is confirmed by OSCAR EMR as compliant with the Affiliated Product's code management processes, and identified to and approved by the Client prior to the integration being implemented for the Client.
6. The Client may, at any time, request that OSCAR EMR confirm the Charter OSP's compliance with this Charter, including compliance with OSCAR EMR's QMS, and the Charter OSP hereby authorizes OSCAR EMR to disclose any known issues or unresolved Corrective Action Requests it, in its sole discretion, deems material to the request or the experience and interests of the Client.
7. Should the Client terminate the services of the Charter OSP, the Charter OSP will work closely with the Client to ensure a successful and effective transition of the OSCAR software to another OSP affiliated with OSCAR EMR or to the Client as an Approved OSCAR Self-Service Provider, it being understood there may be terms in the Service Contract between the Client and the Charter OSP that need to be fulfilled prior to or during the process of transition.
8. The Charter OSP will at all times operate in accordance with OSCAR EMR's OSP Code of Conduct or, if revised by OSCAR EMR, the most updated version in effect.
9. In the event the Client's experience of the services provided by the Charter OSP is inconsistent with this Charter, the Client may engage OSCAR EMR's Customer Complaint Mechanism available in accordance with the *OSCAR EMR Affiliated Product Terms of Use Agreement*; the Charter OSP will cooperate fully with OSCAR EMR and the Client to achieve resolution of the identified concern(s) in accordance with OSCAR EMR's QMS.

For further information about the OSCAR Affiliated Product Charter, please contact OSCAR EMR (info@oscar-emr.com).