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June 5, 2013

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Internal Revenue Service
Exempt Organizations
ATTENTION: Julia Polenghi
TEGE, SE:T:EO:RA:T:3
NCA-534-23
1111 Constitution Ave., N.W.
Washington, D.C. 20224-0002

**Re: OpenMRS1, Limited
Employer Identification No.: 45-5316647**

Dear Ms. Polenghi:

By letter dated April 15, 2013, you requested additional information regarding Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code (the "Code"), which was filed by OpenMRS1, Limited (the "Corporation"). A copy of your request is attached hereto as Exhibit A.

Thank you for your thorough review of the Corporation's exemption application and your questions regarding its proposed operations. Those questions are answered herein.

1. With respect to your educational programs:

- a. Described in detail your educational program, such as ethics and informatics unrelated to your software.**

RESPONSE:

Background Information: The Corporation's mission is to improve the quality of health care by coordinating a global community to collaboratively develop a freely available, user-driven, open source, electronic medical record system platform that is used in resource constrained health care settings throughout the world. By undertaking these efforts, the Corporation will advance global health programs initiated, and still pursued, by Indiana University ("IU") and Partners in Health, a Nonprofit Corporation ("PIH") (collectively, the Corporation's "Supported Organizations").

- I. Corporation's Role as Facilitator. As a preliminary matter, it is important to understand that the Corporation primarily acts as a facilitator in the pursuit of its charitable mission: the Corporation's staff and resources principally are directed at coordinating, supporting, and enabling the broader "OpenMRS Community" – a community of individuals consisting

of paid employees of the Supported Organizations and other partner organizations (also known as “seconded” members of the OpenMRS Community), as well as volunteers – in its development, enhancement, improvement, customization, and implementation of the OpenMRS software in resource constrained environments. As such, the Corporation anticipates that its primary, direct activities – *i.e.*, those activities that are undertaken through Corporation employees and assets – will include the following:

- a) Maintaining an open source license and trademark to ensure free and open access to the community’s work on OpenMRS: The Corporation was formed by the Supported Organizations to accept and protect title and ownership of the OpenMRS software developed by the Supported Organizations and to serve as a legal entity that could both accept all attribution for the volunteer and seconded work on the platform and formally present this work freely to the world through a liberal open source license. The leadership of this legal entity also is charged with setting its strategic road map for achieving the Corporation’s mission.
- b) Further developing and supporting a robust online infrastructure and website that encourages efficient communication and coordination of the work of OpenMRS contributors: The OpenMRS software provides a core platform that can change and evolve to meet the needs of each unique resource constrained community that it serves. The Corporation does not currently play a direct role in developing and customizing the OpenMRS software; rather, the Corporation serves as a facilitator that brings together the members of the OpenMRS Community who then collaboratively develop the software and learn from one another. One of the key tools that the Corporation utilizes in its facilitation efforts is an online portal that serves as the communications hub for individuals within the OpenMRS Community, in their efforts to generally improve the quality of health care in resource constrained communities and, more specifically, to develop, enhance, customize, and assist in implementing the OpenMRS software for such communities. The online portal enables the OpenMRS Community to share learned experiences for these purposes. The Corporation utilizes a significant portion of its staff time and resources in developing, enhancing, and maintaining this online portal.
- c) Provision and coordination of training and consultative services: The Corporation promotes and coordinates the provision, by members of the OpenMRS Community, of training and consultative services (i) to local users to promote local ownership,

capacity development, and sustainability so as to empower resource constrained environments to support themselves and (ii) to developers in the OpenMRS Community to further facilitate the development, enhancement, and improvement of the OpenMRS software.

Through the above-described activities, the Corporation stimulates and coordinates numerous educational efforts, as described further in response to this Question 1a and Question 1b below; however, for the most part, the Corporation is not the party whose staff or resources are used to develop the educational content of those efforts. Nor is it the party that is responsible for the development of any software assets.

- II. Corporation Purposes that Transcend the OpenMRS Software. Although the Corporation's activities most directly relate to the use of the OpenMRS software in the pursuit of its charitable mission, the Corporation was not formed with the limited purpose of promoting this software as an end in-and-of-itself. Rather, as further illuminated by the history underlying the software's development and its unique attributes (described in detail in response to Question 3 below), the Corporation's history and purposes relate more significantly to an innovative process: a process that utilizes an open source medical informatics platform in order to facilitate collaboration and transparency among many qualified contributors whose collective efforts continuously may be improved upon and customized to serve new and unique resource constrained communities. Providing local members of these communities with free access to the collaborations and charitable work of others also empowers those local individuals to sustain the good work of those who came before them, achieving meaningful long term improvements in their challenged health care systems.

Accordingly, the Corporation is not proprietary with respect to the OpenMRS software (with the exception of the Corporation's protection of the OpenMRS trademark and license to ensure that the software remains freely accessible to the public). The Corporation recognizes that the improvement of the quality of health care in resource constrained environments does not necessarily begin and end with the implementation of the OpenMRS software. Members of the OpenMRS Community, including individuals who are on the ground and familiar with the unique needs of a particular resource constrained community, may copy or utilize many of the underlying principles and collaborative philosophies of the OpenMRS software and approach, even when OpenMRS is not the software that is chosen for use in that community. The Corporation encourages and supports such efforts because they directly further the Corporation's goal (and the core philosophy underlying the OpenMRS software and its open source nature) of educating others to improve health

care in underserved settings in synergistic, collaborative, transparent ways that can be replicated, improved upon, and customized to meet the unique needs of individual communities.

III. Educational Programs Unrelated to the OpenMRS Software. The Corporation anticipates that it primarily will facilitate educational activities that revolve around the development, customization, and implementation of the OpenMRS software in furtherance of its charitable mission, but it also will promote and coordinate educational activities that transcend the OpenMRS software. For example:

- Weekly Conference Calls Coordinated by the Corporation: The Corporation hosts several weekly conference calls (with schedules, topics, and times announced via the Corporation's online portal) to enable various segments of the OpenMRS Community to communicate and learn from one another, both in connection with issues relating specifically to the OpenMRS software, as well as broader global and ehealth concepts that relate to the Corporation's mission of improving the quality of health care in resource constrained environments. Many of the topics discussed in the weekly conference calls hosted by the Corporation relate generally to these types of global and ehealth issues, to the exclusion of the OpenMRS software in particular.

- Capacity Building in Local Communities: The Corporation also coordinates the leadership, by various members of the OpenMRS Community, of on-the-ground capacity building and sustainability efforts in underserved local communities to help empower individuals in such communities to serve and support themselves. Underlying the global health missions of the Corporation and its Supported Organizations is a belief that the best ideas come from people with different backgrounds and talents, and that a community that shares in the ownership, development, implementation, and maintenance of its medical records software will achieve greater health care improvements that are focused on the needs of that particular community, as well as positive educational and socio-economic byproducts for the community in the long term. Accordingly, the Corporation promotes and coordinates the work of its partners and the OpenMRS Community at large in providing strategic training and consultative services relating not only to the customization, implementation, and ongoing maintenance of the OpenMRS platform, but also to broader issues, such as more general technological and business skills needed to build local infrastructure for long term sustainability. These training and consultative services also yield positive clinical improvements in connection with the collection and maintenance of health information to enhance the quality of care,

concepts that transcend the mere training of an individual to develop and/or operate software.

- Educational Courses Taught by OpenMRS Leaders: Several leaders within the OpenMRS Community, including the creators of the OpenMRS software and other paid employees of the Supported Organizations, have a broad background in medical information systems in resource constrained environments and teach a wide range of courses and tutorials that relate to OpenMRS and broader global ehealth issues. Although these courses and tutorials are not currently directly funded through the Corporation, the Corporation will foster and support such educational initiatives through its online portal and broader facilitation and coordination of the OpenMRS Community. To cite just two examples:
 - o Dr. Paul Biondich, the Corporation's executive director, an employee of the Regenstrief Institute (a supporting organization of IU), and a co-founder of the OpenMRS collaborative, serves as the principal investigator on an informatics training program in Eldoret, Kenya, that is training Kenyan students and others from around the region in a wide range of medical informatics skills. OpenMRS is a key component, but not the only component, of that training. More information about this program, which is known as the Regional East African Center for Health Informatics (REACH-Informatics), is available at the following website:
<http://sites.google.com/site/reachinformatics/about-me>.
 - o Dr. Hamish Fraser, who is the Senior Advisor for Medical Informatics at PIH, an assistant professor at Harvard Medical School, and a co-founder of the OpenMRS collaborative, teaches a wide range of classes on medical informatics in Boston, Rwanda, and other countries. He co-founded a course within the Harvard-MIT Health, Science and Technology program entitled, "HST.936: Health Information Systems to Improve Quality of Care in Resource Poor Settings," which currently is in its third year this spring. This course directly addresses the impact on quality and access to care of patients in developing countries by health information systems. It is "live streamed" to up to twenty countries each week, and students collaborate on joint projects between universities in Boston and several developing countries. A strong emphasis in this course is on evaluation of the impact of health information systems, including OpenMRS, on health care processes and outcomes in resource constrained environments.

Although these teaching efforts have not been funded directly through the Corporation to date, they are part of the work of the broader OpenMRS Community supported and coordinated by the Corporation. The Corporation may, in the future, play a more direct role in the funding and fostering of such training.

- Research Activities: Finally, through the Corporation's coordination of the OpenMRS Community, OpenMRS can serve as a platform for primary clinical, health services, and clinical informatics research activities undertaken by governmental entities, educational and medical institutions, and other nonprofit research institutions. These research activities serve educational purposes that are broader than the OpenMRS software itself.

Although the customization and implementation of the OpenMRS platform to serve resource constrained environments is a starting-point and focus for many of the educational endeavors supported and coordinated by the Corporation, those endeavors are not confined to the OpenMRS platform. Because no representative of the Corporation or member of the OpenMRS Community receives any particular benefit when OpenMRS is the software ultimately used in such environments, the Corporation utilizes its resources to support and facilitate broad educational activities that encourage individuals and organizations to improve the quality of health care in resource constrained communities in collaborative, transparent, and customized ways, so as to support the particular needs of each unique resource constrained community that the Corporation – and its Supported Organizations – seek to serve.

b. Describe your training program for your software.

RESPONSE: As noted in response to the question immediately above, many of the educational activities facilitated by the Corporation are much broader than the OpenMRS software. The educational programs listed below relate most specifically to the OpenMRS software, but they also include many components that transcend the OpenMRS software and relate more generally to global ehealth matters.

- Educational Conferences: The Corporation plans to conduct at least one annual international conference to educate and bring together (i) experienced OpenMRS implementers who want to share their experiences and learn from others, (ii) individuals who are new to OpenMRS who want to connect to others using the platform around the world, and (iii) OpenMRS platform developers (*i.e.*, anyone building systems to integrate with or extend OpenMRS). Although this annual conference will relate most specifically to the use of the OpenMRS software to improve health conditions in resource

constrained communities, it also will include sessions that focus on much broader global ehealth issues that do not relate specifically to OpenMRS.

In addition to the annual conferences, the Corporation also facilitates a number of educational activities through its online portal:

- Google Summer of Code: Each summer, members of the OpenMRS Community provide personal mentorship for college and university students on how to contribute to free and open source software projects by coordinating a short, directed, OpenMRS-related software development project with such students. Student participants hone and improve their coding skills while also helping to advance the Corporation's charitable mission of assisting developing countries in their public health challenges. This project is conducted through the Corporation's participation as a mentor organization in what is referred to as "Google Summer of Code," an annual program through which Google awards stipends to hundreds of students who successfully complete a requested free and open-source software coding project for a mentor organization during the course of a summer. The Corporation makes no payments to Google in connection with this program, and its coordination and mentoring activities are limited to development of the OpenMRS software specifically (in other words, the Corporation's participation in this program does not confer any meaningful benefit to Google, but rather provides helpful and free access to student developers, as well as an opportunity for leaders within the OpenMRS Community to supervise, educate, and mentor such students).
- Outreach Program for Women: This summer (2013) will be the first year in which the Corporation participates as a mentoring organization in an initiative known as the Outreach Program for Women, an annual program that is similar to the Google Summer of Code, except that it is designed specifically to provide educational opportunities for females to participate in open and free software projects. Similar to the Corporation's participation in Google Summer of Code, the Corporation's direct efforts are focused primarily on coordinating and recruiting members of the OpenMRS Community to serve as mentors who are committed to helping contributors to use their talents to make meaningful and lasting contributions to the OpenMRS software and to the Corporation's broader exempt purposes.
- OpenMRS University Meetings: Each week, the Corporation hosts live, web-based group training sessions, led by senior OpenMRS contributors, relating to the OpenMRS software and other health IT topics. The Corporation does not currently provide the educational content in connection with these web trainings, but rather serves as the facilitator whose website is utilized to provide notice of, and host, such weekly training sessions.

- YouTube Video Training: The Corporation also enables OpenMRS contributors to regularly create and share – via the Corporation’s online portal – recorded, video-based training sessions about how to use, customize, and extend the functionality of OpenMRS. These trainings are available, through the Corporation’s online portal, to any member of the public, including volunteer developers, implementers, and end-users in resource constrained communities.
- Internet Relay Chat (IRC): The Corporation hosts, through its online portal, what it refers to as an “Internet Relay Chat,” or “IRC,” which is a form of real-time Internet chat and synchronous conferencing. This forum allows individuals and groups to obtain quick responses to questions regarding OpenMRS.
- Mailing Lists: Through its online portal, the Corporation enables the OpenMRS Community to maintain several mailing lists for announcements and communications. These lists provide a venue for discussion between and amongst users of and contributors to the OpenMRS software, to enable them to learn from one another and exchange information about their work and practices.
- Other Information and Resources: The Corporation posts a wealth of other educational information and resources on its online portal, for purposes of supporting and facilitating the efforts, by the OpenMRS Community, of utilizing health informatics to improve health conditions in resource constrained environments.

As noted above, at present, the Corporation serves the role of a facilitator bringing together the presenters and audiences for these educational activities; the majority of the actual educational content is developed by members of the OpenMRS Community (primarily, employees of the Supported Organizations and other partner organizations).

c. Provide an estimate of the percentage of your overall time attributable to training on your software.

RESPONSE: Because the Corporation primarily serves as a facilitator that coordinates the educational activities of the OpenMRS Community, and because few, if any, of those educational activities relate exclusively to the OpenMRS software, it is difficult to provide the time percentages requested by this Question 1c and Question 1d below. Of the Corporation’s three primary activities that are described in response to Question 1a above, the latter two – *i.e.*, the Corporation’s efforts in connection with its online portal and its broader promotion and coordination of educational training and consultative services – relate most specifically to education. The Corporation estimates that 50% of its staff’s time is devoted to the Corporation’s efforts in connection with its online portal (which

provides many forms of indirect educational opportunities for end users), while 25% of such time is devoted to the Corporation's broader promotion and coordination of educational training and consultative services (with the remaining 25% of staff time devoted to the Corporation's maintenance and protection of the OpenMRS license and trademark to ensure that it remains freely available in order to continue to facilitate the improvement of health care in resource constrained communities).

- d. **Provide an estimate of the percentage of your overall time attributable to educational programs other than training on your software.**

RESPONSE: Please see the response to Question 1c immediately above.

- e. **Provide a breakdown of your expenses attributable to your software training program.**

RESPONSE: As noted above, it is difficult to provide a breakdown that relates specifically to the activities identified in this Question 1e and Question 1f below, since the Corporation's resources generally are not utilized in the development of educational content, regardless of whether that content relates specifically to the OpenMRS software or relates more generally to issues of global ehealth. Instead, the Corporation is providing below an estimated breakdown of expenses, under its 2013 budget, categorized by the three primary activities for which Corporation staff and resources are utilized:

Activity	Expense
Administrative (includes OpenMRS license maintenance and other related activities)	
Staff compensation	\$28,750.00
Strategic planning by volunteer leaders (e.g., expenses associated with conducting telephonic and in-person board meetings)	\$2,000.00
Grant development (travel, external due diligence)	\$5,000.00
Professional Fees	\$5,000.00
Online Portal	
Staff compensation	\$57,500.00
Direct Costs associated with Internet Hosting	\$5,000.00
Training and Consultative Services	
Staff compensation	\$28,750.00
Conferences	\$20,000.00
Supplies (printed guides, brochures, etc.)	\$2,000.00

- f. **Provide a breakdown of your expenses attributable to your other educational programs.**

RESPONSE: Please see the response to Question 1e immediately above.

2. **With respect to such your both your educational programs (unrelated to software training):**

a. **To whom do you provide such instruction?**

RESPONSE: As noted in the descriptions of the educational activities listed in response to Questions 1a and 1b above, the Corporation facilitates, coordinates, and promotes educational activities that serve members of resource constrained communities, including physicians, IT support personnel, other users of the OpenMRS software, and patients themselves, as well as the OpenMRS Community at large (*i.e.*, the community of individuals consisting of paid employees of the Supported Organizations and other partner organizations, as well as volunteers, who serve resource constrained communities by developing, enhancing, customizing, and implementing the OpenMRS software in such communities).

b. **Are there any fees associated with such instruction?**

RESPONSE: No fees currently are imposed in connection with the educational activities described in Questions 1a and 1b above, with two limited exceptions: (i) attendees of the annual international conference described in response to Question 1b above must pay a registration fee that is designed to cover the Corporation's costs for hosting the conference (the regular registration fee for the 2012 conference in Manila was \$400; the Corporation also has the ability to waive registration fees for individuals from low income countries who may not otherwise have the resources to pay the registration fee); and (ii) in order to obtain credit, students of the Harvard-MIT course described in response to Question 1a above must be admitted to and pay tuition at Harvard or MIT (however, any individual who is not interested in obtaining credit for the course may participate in the Harvard-MIT course for free online (including individuals in resource constrained countries)).

c. **Are there any criteria you use to select participants?**

RESPONSE: While the educational activities described in response to Questions 1a and 1b above are open to any member of the general public without limitation (with the exception of individuals who wish to obtain credit for the Harvard-MIT course, who must be admitted to and pay tuition at Harvard or MIT), the Corporation and the OpenMRS Community at large strive to prioritize making training available to those who work within underserved populations. In cases where there are limited "seats" for educational opportunities, those participants who represent the focus population are preferentially chosen to participate.

d. Where do you provide the instruction?

RESPONSE: As noted in the descriptions contained in Questions 1a and 1b above, many of the educational activities facilitated by the Corporation occur through the Corporation's website or via telephone conference call. The annual international conference has been located, and likely will continue to be located, in or near the types of resource constrained communities that the Corporation seeks to serve. For example, the 2012 conference took place in Manila, in the Philippines, and the 2011 conference occurred in Kigali, Rwanda. The upcoming 2013 conference will take place in Eldoret, Kenya.

e. How often do you provide the instruction?

RESPONSE: A great many of the educational activities facilitated by the Corporation – particularly those that the Corporation coordinates through its website – occur and are designed to occur on an ongoing basis, to enable members of the OpenMRS Community constantly to communicate and learn from one another as they advance the Corporation's charitable mission. The local capacity building efforts facilitated by the Corporation and undertaken by members of the OpenMRS Community who are on the ground in resource constrained environments also occur on an ongoing basis. The Corporation also hosts a number of weekly conference calls for various segments of the OpenMRS Community and coordinates two educational programs – Google Summer of Code and the Outreach Program for Women – that occur each year during the summer-time months. The Corporation currently hosts one international conference that occurs one time per year.

3. Describe in detail how your software works. List and explain its functions. Provide a copy of your licensing agreement.

RESPONSE:

Background Information: In order to fully understand the OpenMRS software and how it works – particularly its open source nature – it is helpful first to have some context regarding the history of how the software came about. In 2004, a group of four physicians representing the Regenstrief Institute (a supporting organization of IU), PIH, and the African Medical Research Council (“MRC”) formed a collaborative effort to address challenges presented by pandemics ravaging developing countries, including HIV/AIDS, multi-drug resistant tuberculosis, and malaria. Prevention and treatment interventions of this scale require efficient information management, as clinical care in these environments must increasingly be entrusted to less skilled providers.

The four physicians led efforts on behalf of their charitable institutions to develop varying medical records systems simultaneously: Regenstrief Institute developed the AMPATH Medical Record System for an HIV/AIDS project in Western Kenya, PIH supported tuberculosis-focused projects in Central Peru and Eastern Rwanda, and MRC developed a patient record system for the Richmond Chest Hospital in South Africa. All

three of these primary efforts were undertaken on top of a shared source code base, brought online, and successfully implemented.

A welcomed side effect of both the deliberately open and online style of this collaboration and the large unmet demand for these technologies was a growing group of other organizations and philanthropies interested in partnering with IU, PIH, and MRC to become more involved. Soon, implementations in Tanzania, Uganda, Haiti, and other countries followed. Sensing the rapid developmental growth and many issues inherent in the source code ownership and attribution that came with growing contributor numbers, the founding organizations transferred their rights in this work – and the OpenMRS software that had been created as a product of it – to OpenMRS, LLC, the Corporation's predecessor.

The use of an open source platform, and the resulting transparency and collaboration that has ensued, is a new and innovative way to bring together numerous physicians, scientists, programmers, and other contributors to address health care challenges in developing countries and to enable those individuals, organizations, and end-users to build upon, improve, and customize the charitable work of those who came before them. As important as the ultimate product of these collaborative efforts (the OpenMRS software) is the process through which the software was created and continues to be developed and customized – *i.e.*, an open, synergistic, collaborative process that (i) enables individuals and organizations seeking to serve resource constrained environments to learn from, improve upon, and tailor the work of others, and also (ii) provides those who are served to contribute to, maintain free access to, and build local infrastructure around the resulting platform.

Description of Software: OpenMRS is a Java-based software platform and reference application that enables the design of a customized, patient-centric medical records system with no programming knowledge (although medical and systems analysis knowledge is required). The OpenMRS medical record application records the details of interactions between health care providers and patients. Information is stored in a way that makes it easy to summarize and analyze, minimizing the use of free text and maximizing the use of coded information.

The software compiles a patient's treatment details into a single patient chart. Having this complete patient history available in one place empowers clinicians to make better decisions about care, while also enabling a deeper analysis of patient health in order to draw more meaningful conclusions on improving outcomes.

At the core of OpenMRS is a concept dictionary that stores all diagnoses, tests, procedures, drugs, and other general questions and potential answers. OpenMRS is a client-server application, which means that it is designed to work in an environment where many client computers access the same information on a server.

There are several layers to the OpenMRS platform:

- The OpenMRS data model borrows heavily from the Regenstrief model, which has over a thirty year history of proven scalability and is based on a concept dictionary.
- The application programming interface (API) provides a programmatic “wrapper” around the data model, allowing any developer to program against more simplified method calls rather than having to understand the intricacies of the data model.
- The web application includes web front-ends and modules that extend the core functions.

Unusual for an electronic medical records system, OpenMRS has a modular architecture that allows new functionality to be programmed without modifying the core system. While the system can be implemented using only the core, more than 130 modules or “add-ons” are available in the OpenMRS module repository, ranging from essential functions such as form creation and reporting tools, to more customized tools for specific implementations. Add-on modules created by other users allow functionality to be easily added or removed from the system. This modular architecture allows users to customize OpenMRS to local health care needs and reduces the need for custom programming.

Copy of License: The OpenMRS software is designed for implementers and users to download and run themselves. The current OpenMRS license is attached as Exhibit B-1 hereto. OpenMRS is in the process of transitioning from this current license (based on Mozilla Public License 1.1) to an updated one (Mozilla Public License 2.0). A copy of the updated license that OpenMRS anticipates will be in effect by July 1, 2013, is attached hereto as Exhibit B-2.

4. **Describe in detail your "fact-gathering" program. Describe whether your fact-gathering is restricted to health providers or public health systems in resource constrained environments? Describe whether your program relates solely to your software, or whether a portion of it relates to the improvement of the delivery or quality of health care, but not related to your software? Provide examples.**

RESPONSE: The Corporation’s programs, resources, and assets all are devoted to the Corporation’s mission of improving the quality of health care in resource constrained environments. The Corporation will direct none of its resources toward resource rich environments. Moreover, as noted above, although the Corporation’s activities focus heavily on facilitating the development, enhancement, customization, implementation, and use of the OpenMRS software for the benefit of resource constrained environments, its programs also relate significantly to the improvement and quality of health care through the same types of collaborative, transparent processes that serve as the foundation for the development, enhancement, customization, and implementation of the OpenMRS software, but in ways that often transcend the OpenMRS software itself (see the discussion under item II in the response to Question 1a above).

Because the materials made available through the Corporation's online portal, as well as the OpenMRS software itself, are freely available to the public at large, there is some possibility that private individuals or entities who are not members of the charitable class served by the Corporation and its Supported Organizations could benefit from the Corporation's software and activities. However, any such private benefit would be incidental, from both a qualitative and a quantitative standpoint, to the greater charitable purposes served through the Corporation's free and open provision of its resources and software to those who need it the most, *i.e.*, underserved populations with poor and challenged health care systems.

From a qualitative standpoint, very few, if any, of the resource constrained communities that the Corporation and its Supported Organizations seek to serve could take advantage of the OpenMRS software if the software were not designed to be (i) freely and easily accessible, at no cost, and (ii) customizable to that local community (a feature achieved through the unique structure of the software, as well as its open source nature). Moreover, the advances, improvements, and customizations achieved through the collaborations of the world-wide OpenMRS Community would not occur without the open source nature of the software and facilitation efforts by the Corporation and its predecessors in enabling members of the OpenMRS Community to communicate with one another, learn from each other's experiences, and build upon those experiences for the benefit of the resource constrained environments to be served. These aspects of transparency, collaboration, and community involvement set the Corporation and the OpenMRS software apart from other electronic medical records efforts, in that they empower end-users in the communities served to contribute to the development of the software and also drive its direction and long-term success in their unique communities.

From a quantitative standpoint, all of the Corporation's efforts, as well as the OpenMRS software itself, are designed specifically to benefit the resource constrained environments served by the Corporation's Supported Organizations. Whereas electronic medical records systems utilized in resource rich environments are designed for use in settings with certain information technology infrastructures, the OpenMRS software specifically is designed to work in the most challenging health care delivery environments – environments without the same high level information technology infrastructures that are present in developed countries. As a result, it is less likely, from a quantitative standpoint, that the OpenMRS software would be introduced to replace existing electronic medical records systems currently used in developed countries.

In summary, the Corporation's provision of free, unlimited access to the OpenMRS software, and its facilitation of the OpenMRS Community in serving resource constrained environments, contribute significantly to the furtherance of the Supported Organizations' global health goals that form the basis of the Corporation's exempt purposes. Although it is possible that some private individuals or entities in resource rich communities could benefit from the Corporation's efforts and software, any such benefit is not likely to be great and is incidental to the significant charitable purposes that are furthered through the Corporation's specific focus on resource constrained environments, as well as the nature

of the OpenMRS software and collaborative philosophy underlying its open source nature.

Please see the Corporation's responses to Questions 7 and 8 below for real-life examples of the implementation and use of the OpenMRS software.

5. Explain what "resource-constrained environment" means in the context of your exempt purposes and activities.

RESPONSE: The OpenMRS platform is uniquely designed to serve communities that need assistance in building and managing health systems in the developing world, where diseases like AIDS, tuberculosis, and malaria afflict the lives of millions. Most other electronic medical records systems are specifically created for use in developed nations with advanced information technology and other infrastructures, or they are limited for use in the country where the creating organization exists. OpenMRS, on the other hand, is available and usable worldwide, in the environments where medical records infrastructure is needed the most. Moreover, the open source, free nature of the software enables users in the poorest of communities to utilize, freely share, and improve upon the software, thus empowering these communities and clinical settings.

The largest number of sites utilizing the OpenMRS software is in sub-Saharan Africa and South Asia, in countries classified by the World Health Organization ("WHO") as low income countries. The OpenMRS software also is utilized in countries classified by WHO as middle income, but whose healthcare infrastructure is marginal and based on poorly designed or nonexistent medical records systems. However, it oversimplifies real world circumstances to rely too heavily on a country's WHO classification, as all countries, regardless of their WHO income status, have pockets of poverty and resource constraint. For example, a handful of OpenMRS sites are located in the United States and address underserved populations, including the "Skid Row TB project for the homeless" in Los Angeles. Importantly, the Corporation does not direct any of its resources or activities towards high resource projects or environments.

OpenMRS was downloaded for use 21,746 times during calendar year 2012, including by individuals in the following countries classified as "low" and "lower middle income" by the World Bank: Afghanistan, Albania, Armenia, Bangladesh, Belize, Benin, Burkina Faso, Cambodia, Cameroon, Cape Verde, Congo - Kinshasa, Djibouti, Egypt, El Salvador, Eritrea, Ethiopia, Gambia, Georgia, Ghana, Guatemala, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, India, Indonesia, Iraq, Ivory Coast, Kenya, Kiribati, Kyrgyzstan, Lao People's Democratic Republic, Lesotho, Liberia, Madagascar, Malawi, Mali, Mongolia, Morocco, Mozambique, Myanmar, Nepal, Nicaragua, Nigeria, Pakistan, Papua New Guinea, Paraguay, Philippines, Rwanda, Senegal, Sierra Leone, Solomon Islands, Somalia, Sri Lanka, Sudan, Swaziland, Syria, Tajikistan, Togo, Uganda, Ukraine, Uzbekistan, Vietnam, Yemen, Zambia, and Zimbabwe.

6. Treasury Regulations § 1.509(a)-4(e) provides a supporting organization must engage solely in activities which support or benefit the specified publicly supported

organizations. Such activities may include making payments to or for the use of, or providing services or facilities for, individual members of the charitable class benefited by the specified publicly supported organization. A supporting organization may also, for example, make a payment indirectly through another unrelated organization to a member of a charitable class benefited by the specified publicly supported organization, but only if such a payment constitutes a grant to an individual rather than a grant to an organization. Similarly, an organization may support or benefit an organization, other than a private foundation, which is described in section 501(c)(3) and is operated, supervised, or controlled directly by or in connection with such publicly supported organizations, or which is described in section 511(a)(2)(B) (state colleges and universities). A supporting organization may use its income to carry on an independent activity or program which supports or benefits the specified publicly supported organizations. All such support must, however, be limited to permissible beneficiaries as described herein.

Describe, in detail, how each of your activities and programs, individually, are limited to one or more of the permissible beneficiaries described above.

RESPONSE: All of the Corporation's activities – from its protection of the OpenMRS software created by the Supported Organizations, to its educational efforts and facilitation of the charitable work undertaken by the OpenMRS Community – directly benefit the Supported Organizations, in that the Corporation is serving and empowering the same global health purposes and populations (*i.e.*, charitable class) that the Supported Organizations strive to benefit:

- Indiana University: IU has a long history, through its Center for Global Health, of focusing on furthering the health of underserved populations throughout the world. IU has collaborated and formed partnerships to further its global health purposes in Kenya, Honduras, Mexico, Botswana, China, the Dominican Republic, Thailand, Liberia, Jamaica, and other underserved areas.

The mission of IU's Center for Global Health is two-fold:

- o To develop mutually beneficial partnerships across disciplines, schools, and countries for the primary purpose of creating and implementing sustainable programs that improve health and human flourishing in underserved areas worldwide; and
- o To prepare a critical mass of health, health education and health research experts in these communities to become the next generation of local, national and global health leaders.

The IU Center for Global Health accomplishes this mission by working to create an environment of trust, collaboration and shared leadership between and among partner departments, institutions and countries along with a high degree of accountability for leading in the service of resource constrained populations.

- Partners in Health: The mission of PIH, simply stated, is to provide a preferential option for the poor in health care. PIH accomplishes this mission by collaborating with on-the-ground clinics, world-wide, in settings of poverty. In doing so, PIH brings the benefits of modern medical science to those most in need and serves as antidote to despair.

Inherent in PIH's work is an overriding goal of local sustainability: PIH partners with the individuals who are members of the communities to be served, as well as existing clinics serving those individuals, and, through its support and capacity development, helps local individuals to learn to better themselves on an ongoing basis.

Each of the Corporation's activities furthers the global health missions and activities of the Corporation's Supported Organizations. By protecting and maintaining the OpenMRS software as a freely-available, open source platform for use in underserved health care populations, and by facilitating and educating a community of developers, implementers, and end-users in those underserved communities, the Corporation serves and empowers the same charitable class that IU and PIH seek to serve through their global health activities – *i.e.*, individuals in underserved and resource constrained communities. As such, the Corporation "provid[es] services . . . for . . . individual members of the charitable class benefited by the specified publicly supported organization[s]," thus satisfying the operational test set forth in Treas. Reg. 1.509-a(4)(e).

Like its Supported Organizations, the Corporation believes that the most effective and efficient way to serve individuals in resource constrained communities is through the collective efforts of many, including individuals and organizations that are on the ground and in touch with the unique attributes of the local communities to be served. These collaborations not only lead to greater success in the Corporation's and Supported Organizations' efforts in the short term, but they also promote long term sustainability by empowering local communities to continue to serve themselves. Accordingly, the individuals and organizations with whom the Corporation and Supported Organizations collaborate in this regard are not "impermissible beneficiaries," but rather the best means through which the Corporation (and the Supported Organizations) can serve a charitable class of beneficiaries in resource constrained environments.

As a final matter, it is worth noting that it is no coincidence that the Corporation shares the same philosophies as its Supported Organizations regarding sustainability, collaboration, transparency, and the charitable class of individuals to be served: as noted in the brief history provided in response to Question 3 above, the OpenMRS software was created through the open and collaborative efforts of the Supported Organizations themselves. That same model of harnessing the combined skills and knowledge of many, for the benefit of underserved populations, will continue to form the foundation of the Corporation's pursuit of the Supported Organizations' global health purposes in the coming days and years.

7. **Describe the relationship between Indiana University and your programs. Include an explanation of the relationship between Indiana University, your purposes and activities, and Indiana University's work in Kenya.**

RESPONSE: As noted in response to the question immediately above, every aspect of the Corporation's activities – from its protection and maintenance of the OpenMRS software as a freely-available, open source platform for use in underserved health care populations, to its facilitation and education of a community of developers, implementers, and end-users in those underserved communities – directly furthers IU's global health interests.

A specific example of the direct link between the Corporation's activities, the OpenMRS software, and IU, relates to IU's long-standing work in Kenya. In 1989, the IU School of Medicine formed a partnership with Moi University School of Medicine in Kenya to deliver health services, conduct health research, and develop leaders in health care for both the U.S. and Africa.

In 2001, in the face of the deadliest pandemic in human history, IU and Moi University School of Medicine joined forces to create one of Africa's largest, most comprehensive and effective HIV/AIDS control systems, AMPATH (the Academic Model Providing Access to Healthcare). Many other North American academic health centers have joined IU in building this system, and they are known as the AMPATH Consortium. AMPATH today is an organizational construct consisting of Moi University School of Medicine, Moi Teaching and Referral Hospital, and the AMPATH Consortium, led by IU. AMPATH provides comprehensive HIV control services to a population of 2 million individuals in a defined catchment area within Western, Rift Valley, and Nyanza Provinces. It is widely regarded as one of the largest and most successful HIV treatment and care initiatives in sub-Saharan Africa.

AMPATH operates in partnership with the United States Agency of International Development (USAID) and is the largest PEPFAR funded program in Kenya (PEPFAR is the United States "President's Emergency Plan for AIDS Relief"). AMPATH's new \$75 million cooperative agreement with USAID runs through 2016.

Since 2004, USAID-AMPATH clinics have used the AMPATH Medical Record System (AMRS) to store comprehensive, longitudinal, electronic patient records for all enrolled patients. Since 2006, AMRS has been implemented using OpenMRS. Patient records in the system contain demographic information, historical and physical examination data, problem lists, medications, diagnostic test results, and visit data. Clinical information is stored as coded concepts (as opposed to free text) for easy retrieval and analysis. Clinicians caring for AMPATH patients do not enter data directly into OpenMRS but rather complete paper encounter forms. This is largely due to the lack of physical space and technical infrastructure to support computer access in every examination room. Clerks enter data from the completed paper forms into OpenMRS, with a random 10% subset of the data entered checked for accuracy. The encounter forms are then placed in the patient's paper clinic chart, which is available to clinicians during patient care.

Laboratory results are transferred electronically from the central laboratory information system into OpenMRS, with a paper copy of the same results placed into the patient's chart. A module within OpenMRS generates patient specific clinical summaries. These summaries, tailored for pediatric care, display selected information from the patient's electronic health record to provide a quick reference to the most relevant data needed by clinicians.

8. Describe your relationship between Partners in Health and your programs. Include an explanation of the relationship between Indiana University, your purposes and activities, and Indiana University's work in Kenya.

RESPONSE: The Corporation's response to Question 6 above contains a description of the close relationship between the Corporation's programs and the Supported Organizations' charitable programs. As illustrated by the example provided in response to Question 7 immediately above, much of the work in advancing those programs is undertaken by the Supported Organizations themselves, and the Corporation – through its efforts relating to the OpenMRS software – will play a crucial role alongside the Supported Organizations in those efforts. The example provided below, involving PIH's history in Rwanda, further illustrates this point.

PIH History in Rwanda: PIH first was invited to work in Rwanda by Rwanda's Ministry of Health (MOH) in 2004, to help develop a strategy to support the expansion of HIV care to remote rural areas. Having heard of PIH's accomplishments in the impoverished Central Plateau of Haiti regarding provision of HIV care, the MOH hoped to achieve similar results within its own rural districts. In 2005, the first PIH-supported Rwandan clinic was established in Rwinkwavu hospital, located in a rural area of Eastern Rwanda with exceptionally poor infrastructure. An important component to this clinic was the implementation of an electronic medical record (EMR) system, in order to better collect patient data, inform clinical decisions, and report health outcomes. Two years prior, PIH had developed and deployed a web-based EMR system to support HIV care in Haiti; this same system was adapted to meet the needs of the Rwandan health system. However, the level of customization required to support care in Rwanda was extensive and time consuming, requiring extensive changes in the language, demographic data, address structure, report design, and workflow. Further extensive modifications would clearly be required to support other clinical areas such as maternal health and non-communicable diseases.

At that time, the PIH Medical Informatics team had started to collaborate with the Regenstrief Institute in Indiana (a supporting organization of IU) and the AMPATH project in Kenya, as well as with the South African Medical Research Council (MRC), to develop a new, flexible, open source EMR platform – OpenMRS. This collaboration offered a more sustainable way of building EMR systems in resource poor environments. The decision was made to pioneer OpenMRS in Rwanda and Kenya; the first version of OpenMRS went live in Eldoret, Kenya in February 2006, followed by Rwinkwavu hospital later in August, and shortly after, in Richmond hospital, KwaZulu, South Africa.

Current Status and Uses of OpenMRS in Rwanda at PIH Sites. As of March 2013, OpenMRS was used in more than 30 MOH clinics supported by PIH in Eastern and Northern districts of Rwanda, covering a population of almost 1 million people. With the help of data entry staff, all sites collect HIV patient data for clinical use, analysis, and reporting. This includes capturing data on intake forms and follow-up including clinical flowsheets. Over the last two years, this has been extended to cover prevention of mother-to-child transmission programs and pediatric HIV care. In addition to HIV care, OpenMRS is used to support the care of heart failure, hypertension, asthma, and diabetes patients at several sites. Data are used for a range of purposes including:

- Supporting clinical care through printed patient consult sheets and direct lookup of patient records by clinicians;
- Creating reports to the MOH and funders; and
- Clinical research on HIV care.

The system has also been used to assist in forecasting medication requirements.

In addition, a patient registration module is used in Rwinkwavu for all primary care patients presenting to the health center. Based on the design and experience of a similar project in Malawi, this module includes the option to print a bar coded ID card for each patient, improving the ability to accurately identify patients and to track a patient's medical history.

Current Status and Uses of OpenMRS at MOH. After observing the OpenMRS implementation at the PIH sites in Rwanda, in 2009, the Rwanda MOH decided to initiate a rollout of the system to several hundred clinics mostly in rural areas of the country. With support from the Global Fund to Fight AIDS, Tuberculosis, and Malaria (GFATM) and the International Development Research Centre of Canada (IDRC), the MOH hired seven Rwandan programmers who had graduated from a PIH run training program. The initial clinical focus was on HIV and primary care; the system was then customized to support new functions for pharmacy and supply chain management, laboratory data management, billing, and reporting. OpenMRS was installed at four initial sites in 2010 and then the rollout was scaled up in 2011. As of March 2013, more than 200 clinics in Rwanda have the system installed and running, with on-going staff training being provided.

9. Describe how health informatics improves and promotes the quality of health care in resource constrained environments. Include statistics, if any.

RESPONSE: There is increasing evidence that health information systems such as OpenMRS can improve the quality of care in lower and middle income countries ("LMICs"). This evidence is based on over a decade of experience of creation and implementation of such systems by a number of organizations around the world. There are also an increasing number of studies including Randomized Controlled Trials ("RCTs") – often considered the gold standard for investigating the impact of health interventions.

Early work in Rwanda, Kenya, and Uganda by PIH and IU showed that clinical summaries printed through the OpenMRS software can improve clinicians' access to laboratory data such as CD4 counts used to guide the treatment of HIV. A recent RCT of printed reminders generated from electronic medical records systems – reminders for tasks such as ordering laboratory tests, x-rays, or nutritional supplementation for children with AIDS – showed that the printed reminders led to a four-fold increase in compliance with these tasks. Work in Zambia has shown that an electronic medical records system (SmartCare) could significantly improve the ability of clinic staff to track down patients lost to follow-up.

Mobile health tools are increasingly widely used in LMICs. Studies have shown that they can improve patient compliance with medication for HIV and increase the compliance of healthcare workers with guidelines in the treatment of malaria. Other studies have shown significant improvements in medication supply chain with the use of text messages to pharmacists.

Another key function of information systems, especially electronic medical records systems, is the improved ability to monitor access to and quality of care. These enhanced monitoring capabilities can reveal gaps in care and also provide tools to measure the impact of decision support, thus facilitating the improvement of the access to and quality of care in resource constrained environments.

10. Do you actually develop the software that you own or do the publicly supported organizations develop the software? Describe in your detail your development activity.

RESPONSE: The Corporation primarily serves as a facilitator that coordinates, supports, and enables the OpenMRS Community (a community of individuals, including representatives of the Supported Organizations and paid employees of other organizations whose activities align with the Corporation's and Supported Organizations' missions, as well as volunteer developers from the open source community), in their development, enhancement, improvement, customization, and implementation of the OpenMRS software. As such, the Corporation does not currently utilize its staff or resources directly to develop the software. Many of the seconded members of the OpenMRS Community are employees of the Supported Organizations; through these employees' efforts, the Supported Organizations do play a direct role in the development, enhancement, customization, and implementation of the OpenMRS software.

As the seconded and volunteer community continues to grow, it is possible that, in the future, the Corporation may need to secure part-time coordinating software engineering personnel. However, this activity would be undertaken in the spirit of supporting better coordination and oversight of partner and volunteer development contributions to the codebase (*i.e.*, any direct development efforts undertaken by the Corporation would be performed in the context of the Corporation's role as a facilitator of the OpenMRS Community).

11. Your Form 1023 Narrative makes multiple references to "partners" (Exhibit D, pages 1 and 2). With respect to such partnerships:

a. Describe your partners, or potential partners, and any restrictions with respect to whom you will partner.

RESPONSE: The Corporation's "partners" include a wide variety of health care delivery organizations, including United States and international non-governmental organizations, faith-based organizations, hospitals, and ministries of health. All of the Corporation's partners support underserved populations in low and middle income countries; indeed, the partners' service of these populations is the characteristic that leads the Corporation to collaborate with them, in furtherance of the Corporation's mission of improving the quality of health care in these challenged communities. As noted above, the Corporation follows the same model as its Supported Organizations in this regard, *i.e.*, collaborating with individuals and partner organizations that are uniquely situated to serve resource constrained communities, in order to best reach, benefit, and empower the charitable class of individuals benefited by the Supported Organizations.

b. Describe your relationship with partners.

RESPONSE: The Corporation's (and Supported Organizations') use of the label "partners" does not denote the existence of any legal or financial relationship (and does not constitute a "partnership" for legal purposes). Rather, similar to the model currently utilized by its Supported Organizations in their collaborations, the Corporation communicates and works closely with partners, and facilitates and often coordinates their direct efforts in developing and customizing the OpenMRS software for specific resource constrained communities, and in implementing the software and building long term capacity in such communities. For specific examples of ways in which the Corporation works with partners, please see the Corporation's responses to Questions 7 and 8 above.

c. Attach any contractual agreements or information on partnering.

RESPONSE: The Corporation currently does not have contractual agreements with its partners, although it may enter into more formal agreements to memorialize its collaborations with partner organizations in the future. Any such agreements will require that the Corporation's relationship and collaboration with the partner organization furthers the Supported Organizations' charitable purposes of improving health care in resource constrained environments.

12. **Your Form 1023 Narrative states that you will coordinate international conferences for participants, including users and the development community. With respect to such conferences:**

a. **Describe such participants in more detail.**

RESPONSE: Participants in the Corporation's international conferences will include (i) experienced OpenMRS implementers who want to share their experiences and learn from others, (ii) individuals who are new to OpenMRS who want to connect to others using the platform around the world, and (iii) OpenMRS platform developers (*i.e.*, anyone building systems to integrate with or extend OpenMRS). The most recent annual conference was held in October of 2012, in Manila, in the Philippines, with 84 participants representing 21 countries. The 2011 conference was held in October of 2011, in Kigali, Rwanda, with 115 participants from 21 countries represented.

b. **Describe to whom does the "the development community" refers.**

RESPONSE: The development community consists of programmers who create and customize OpenMRS around the world. The majority of the programmers in the development community are salaried employees of the Supported Organizations and partner organizations whose mission of improving health care in resource constrained environments aligns with the Corporation's; the remaining programmers are volunteers.

c. **Describe any fees for participation, and any adjustments to those fees.**

RESPONSE: For the 2012 conference in Manila, the cost of early bird registration for an individual was \$300, regular registration was \$350, and late registration was \$400. These fees are intended to enable the Corporation to recoup its expenses in connection with the conference, rather than producing any net revenue to the Corporation. The registration fees may be waived for participants from resource constrained communities and other individuals whose participation in the conference will contribute significantly to the educational content of the conference.

d. **Describe the content of the conferences.**

RESPONSE: The purpose of the annual conferences is to bring members of the OpenMRS Community together during a dedicated amount of time to collaborate, share implementation experiences, and find ways to improve OpenMRS for the good of the resource constrained communities the Corporation and its Supported Organizations aim to serve. The conferences provide an opportunity for developers to collaborate and improve their technical skills in OpenMRS, implementers to share their best practices from implementations, and users to propose and prioritize their top features in future releases of the software. The

conferences also can include visits to OpenMRS implementation sites, along with a discussion afterward for participants to share their experience and suggestions.

Typically, for two days before the conference begins, the OpenMRS Community is invited to participate in a "Hackathon," which is a coordinated effort to bring together the OpenMRS development community at the same time in a massive effort to write code for purposes of advancing one or more discrete coding projects in a short amount of time. The idea is to gather together as many people as possible to work simultaneously, for two days, to accomplish specific coding projects by the end of the time. After the two-day Hackathon, the actual conference is held and focuses on topics chosen by conference participants. The agenda for the 2012 conference is attached hereto as Exhibit C.

13. Estimate the percentage of your activities attributable to volunteers.

RESPONSE: The Corporation's staff, as opposed to volunteers, undertake the vast majority of tasks in connection with the Corporation's primary three activities – *i.e.*, the protection of the OpenMRS name and license, the development, enhancement, and maintenance of the Corporation's online communications hub, and the provision and coordination of training and consultative services. Other significant activities facilitated by the Corporation, but directly performed by the OpenMRS Community – such as the development, enhancement, customization, and implementation of the OpenMRS software and local capacity building and training in resource constrained communities – are conducted through a combination of seconded members of the OpenMRS Community (*i.e.*, individuals paid and employed by the Supported Organizations and other partners) and unpaid volunteers. The Corporation estimates that seconded members of the OpenMRS Community undertake approximately 75% of these activities, with the remaining 25% performed by true volunteers.

14. Describe any fees charged for use of the internet portal that you, or your supporting organizations, will host.

RESPONSE: Similar to the Corporation's provision of free access to the OpenMRS software, the Corporation does not (and will not in the future) impose any fee in connection with the general public's use of the OpenMRS internet portal.

15. Describe your basis for your \$7,000,000 valuation of your software. Describe any liabilities that will be or have been transferred to you.

RESPONSE: The Corporation utilized calculations performed by an open source analysis company known as Ohloh to arrive at its \$7,000,000 valuation of the OpenMRS software. As shown in the most recent analysis of the OpenMRS software code available at http://www.ohloh.net/p/openmrs/analyses/latest/languages_summary, Ohloh has estimated the value of the core software within OpenMRS at \$3,486,283. The add-on modules that extent beyond the core of the OpenMRS software increase the value

significantly. For example, Ohloh values OpenMRS's important and heavily-used "X-forms module" at \$318,535.

16. Provide copies of any draft or proposed transfer agreements with respect to the software.

RESPONSE: A draft of the agreement through which OpenMRS, LLC, will transfer all right, title, and interest in the OpenMRS software to the Corporation has not yet been prepared. That document will be prepared, and the transfer will take place, after the Corporation receives a favorable determination letter from the Internal Revenue Service, recognizing the Corporation's Code section 501(c)(3) status.

17. Provide copies of your minutes from your board meetings to date.

RESPONSE: Please see attached Exhibit D.

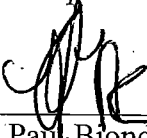
18. Provide copies of any other materials, including but not limited to program guides, rules, regulations, or guidelines that will assist us in better understanding you and your activities.

RESPONSE: A wealth of information is available at www.openmrs.org. In addition, a condensed overview of the activities facilitated by the Corporation is attached hereto as Exhibit E.

CONCLUSION

I trust that this letter responds fully to your questions about the Corporation's application for exemption. Please do not hesitate to contact me, or the Corporation's attorneys (Katy Ruhl at 317-237-1414 or Joe Miller at 317-237-1415), if you need further information or assistance. An updated power of attorney form is enclosed. Thank you for your review.

Under penalties of perjury, I declare that I have examined this information, including accompanying documents, and, to the best of my knowledge and belief, the information contains all the relevant facts relating to the request for the information, and such facts are true, correct, and complete.



Dr. Paul Biondich
Executive Director
OpenMRS1, Limited

6/5/13

Date

Attachments

Power of Attorney and Declaration of Representative

OMB No. 1545-0150

For IRS Use Only

Received by: _____

Name _____

Telephone _____

Function _____

Date / /

▶ Type or print. ▶ See the separate instructions.

Part I Power of Attorney

Caution: A separate Form 2848 should be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address OPENMRS1, LIMITED 410 West 10th Street, Suite 2000 Indianapolis, Indiana 46202	Taxpayer identification number(s) 45-5316647 Daytime telephone number 317.423.5579 Plan number (if applicable)
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hereby appoints the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address Katherine E. Ruhl, c/o Faegre Baker Daniels LLP 300 North Meridian Street, Suite 2700 Indianapolis, Indiana 46204 Check if to be sent notices and communications <input checked="" type="checkbox"/>	CAF No. 0302-63461R PTIN P01392801 Telephone No. (317) 237-0300 Fax No. (317) 237-1000 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address Joseph E. Miller, Jr., c/o Faegre Baker Daniels LLP 300 North Meridian Street, Suite 2700 Indianapolis, Indiana 46204 Check if to be sent notices and communications <input checked="" type="checkbox"/>	CAF No. 8006-11736R PTIN P01305825 Telephone No. (317) 237-0300 Fax No. (317) 237-1000 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

to represent the taxpayer before the Internal Revenue Service for the following matters:

3 Matters

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, etc.) (see instructions for line 3)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions for line 3)
Income	1023	2011-2016

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. **Specific Uses Not Recorded on CAF**

5 Acts authorized. Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) is (are) not authorized to execute a request for disclosure of tax returns or return information to a third party, substitute another representative or add additional representatives, or sign certain tax returns.

Disclosure to third parties; Substitute or add representative(s); Signing a return; _____

Other acts authorized: _____

(see instructions for more information)

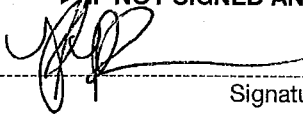
Exceptions. An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Treasury Department Circular No. 230 (Circular 230). An enrolled retirement plan agent may only represent taxpayers to the extent provided in section 10.3(e) of Circular 230. A registered tax return preparer may only represent taxpayers to the extent provided in section 10.3(f) of Circular 230. See the line 5 instructions for restrictions on tax matters partners. In most cases, the student practitioner's (level k) authority is limited (for example, they may only practice under the supervision of another practitioner).

List any specific deletions to the acts otherwise authorized in this power of attorney: _____

6 Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here **YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**

7 Signature of taxpayer. If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED TO THE TAXPAYER.



Signature

6/5/13
Date

Executive Director
Title (if applicable)

Paul Biondich, M.D.

Print Name

PIN Number

OPENMRS1, LIMITED

Print name of taxpayer from line 1 if other than individual

Part II Declaration of Representative

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Circular 230 (31 CFR, Part 10), as amended, concerning practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
 - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - c Enrolled Agent—enrolled as an agent under the requirements of Circular 230.
 - d Officer—a bona fide officer of the taxpayer's organization.
 - e Full-Time Employee—a full-time employee of the taxpayer.
 - f Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
 - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
 - h Unenrolled Return Preparer—Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.**
 - i Registered Tax Return Preparer—registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.**
 - k Student Attorney or CPA—receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.
 - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN LINE 2 ABOVE. See the instructions for Part II.

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column. See the instructions for Part II for more information.


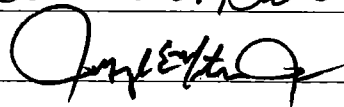
Designation— Insert above letter (a-r)	Licensing jurisdiction (state) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable). See instructions for Part II for more information.	Signature	Date
a	Indiana	24298-49A		6/5/2013
a	Indiana	18796-49		6/5/2013

EXHIBIT A

IRS Questions

(see attached)



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Date: April 15, 2013

OpenMRS1, Limited
410 West 10th Street, Suite 2000
Indianapolis, IN 46202

Employer Identification Number:
45-5316647
Person to Contact and ID Number:
Julia Polenghi, 2862956
Contact Telephone Number:
(202) 283-9487
FAX Number:
(202) 283-9797
Response Requested By:
April 15, 2013

Dear Applicant:

We have reviewed your application for exempt status under section 501(c)(3) of the Internal Revenue Code and found that additional information is needed to help determine whether you are tax exempt. To complete our consideration we need the following information over the signature of one of your principal officers or directors.

1. With respect to your educational programs:
 - a. Describe in detail your educational program, such as ethics and informatics unrelated to your software.
 - b. Describe your training program for your software.
 - c. Provide an estimate of the percentage of your overall time attributable to training on your software.
 - d. Provide an estimate of the percentage of your overall time attributable to educational programs other than training on your software.
 - e. Provide a breakdown of your expenses attributable to your software training program.
 - f. Provide a breakdown of your expenses attributable to your other educational programs.
2. With respect to such your both your educational programs (unrelated to software training):
 - a. To whom do you provide such instruction?
 - b. Are there any fees associated with such instruction?
 - c. Are there any criteria you use to select participants?
 - d. Where do you provide the instruction?

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e. How often do you provide the instruction?

3. Describe in detail how your software works. List and explain its functions. Provide a copy of your licensing agreement.
4. Describe in detail your "fact-gathering" program. Describe whether your fact-gathering is restricted to health providers or public health systems in resource constrained environments? Describe whether your program relates solely to your software, or whether a portion of it relates to the improvement of the delivery or quality of health care, but not related to your software? Provide examples.
5. Explain what "resource-constrained environment" means in the context of your exempt purposes and activities.
6. Treasury Regulations § 1.509(a)-4(e) provides a supporting organization must engage solely in activities which support or benefit the specified publicly supported organizations. Such activities may include making payments to or for the use of, or providing services or facilities for, individual members of the charitable class benefited by the specified publicly supported organization. A supporting organization may also, for example, make a payment indirectly through another unrelated organization to a member of a charitable class benefited by the specified publicly supported organization, but only if such a payment constitutes a grant to an individual rather than a grant to an organization. Similarly, an organization may support or benefit an organization, other than a private foundation, which is described in section 501(c)(3) and is operated, supervised, or controlled directly by or in connection with such publicly supported organizations, or which is described in section 511(a)(2)(B) (state colleges and universities). A supporting organization may use its income to carry on an independent activity or program which supports or benefits the specified publicly supported organizations. All such support must, however, be limited to permissible beneficiaries as described herein.

Describe, in detail, how each of your activities and programs, individually, are limited to one or more of the permissible beneficiaries described above.

7. Describe the relationship between Indiana University and your programs. Include an explanation of the relationship between Indiana University, your purposes and activities, and Indiana University's work in Kenya.
8. Describe your relationship between Partners in Health and your programs. Include an explanation of the relationship between Indiana University, your purposes and activities, and Indiana University's work in Kenya
9. Describe how health informatics improves and promotes the quality of health care in resource-constrained environments. Include statistics, if any.
10. Do you actually develop the software that you own or do the publicly supported organizations develop the software? Describe in your detail your development activity.

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11. Your Form 1023 Narrative makes multiple references to "partners" (Exhibit D, pages 1 and 2). With respect to such partnerships:
 - a. Describe your partners, or potential partners, and any restrictions with respect to whom you will partner.
 - b. Describe your relationship with partners.
 - c. Attach any contractual agreements or information on partnering.
12. Your Form 1023 Narrative states that you will coordinate international conferences for participants, including users and the development community. With respect to such conferences:
 - a. Describe such participants in more detail.
 - b. Describe to whom does the "the development community" refers.
 - c. Describe any fees for participation, and any adjustments to those fees.
 - d. Describe the content of the conferences.
13. Estimate the percentage of your activities attributable to volunteers.
14. Describe any fees charged for use of the internet portal that you, or your supporting organizations, will host.
15. Describe your basis for your \$ 7,000,000 valuation of your software. Describe any liabilities that will be or have been transferred to you.
16. Provide copies of any draft or proposed transfer agreements with respect to the software.
17. Provide copies of your minutes from your board meetings to date.
18. Provide copies of any other materials, including but not limited to program guides, rules, regulations, or guidelines that will assist us in better understanding you and your activities.

The information you submit should be accompanied by the following declaration:

Under penalties of perjury, I declare that I have examined this information, including accompanying documents, and, to the best of my knowledge and belief, the information contains all the relevant facts relating to the request for the information, and such facts are true, correct, and complete.

If the additional information shows you qualify for exempt status, we will send you an exemption letter. If the additional information shows you do not qualify for exempt status, we will explain our decision and provide information about the appeal rights available to you.

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Please respond by the date shown in the heading of this letter. If you need an extension of time to respond, or if you have any other questions about this matter, please call me at the above telephone number. You will expedite our receipt of your reply by using the following address on the envelope. If it is convenient, you may fax your reply using the fax number shown in the heading of this letter.

Internal Revenue Service
Attn: Julia Polenghi
TEGE, SE:T:EO:RA:T:3
NCA-534-23
1111 Constitution Ave, N.W.
Washington, DC 20224-0002

If you do not provide the requested information in a timely manner, it will be considered by the Service as a failure to take all reasonable steps to secure the ruling you requested. Under Code section 7428(b)(2), your failure to take all reasonable steps to secure the ruling requested in a timely manner may be considered as a failure to exhaust the administrative remedies available to you within the Service, and thus may preclude the issuance of a declaratory judgment in this matter under the judicial proceedings of Code section 7428.

Thank you for your cooperation. We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,


Julia Polenghi
Tax Law Specialist
Exempt Organizations
Technical Group 3



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Date: April 15, 2013

Katherine E. Ruhl
Faegre Baker Daniels, LLP
300 North Meridian Street, Suite 2700
Indianapolis, Indiana 46204

Contact Person:
Julia Polenghi
ID Number:
1002862956
Telephone Number:
(202) 283-9487

Dear Ms. Ruhl,

The enclosed copy of a letter is sent to you under the provisions of a Power of Attorney and Declaration of Representative, or other proper authorization currently on file with the Internal Revenue Service.

Sincerely,

Dana E. Moore
for: Theodore Lieber
Manager, Exempt Organizations
Technical Group 3

Enclosure:
Copy of letter

B

EXHIBIT B

OpenMRS License

Exhibit B-1 – Current License

(see attached)

Plain Text License

OpenMRS Public License
Version 1.0

Background.

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1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable" means Covered Code in any form other than Source Code.

1.6. "Initial Developer" means (individually and collectively) OpenMRS and such other individuals or entities as might be identified by OpenMRS in writing as an Initial Developer.

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Exhibit B-2 – Updated License Expected to be in Effect by July 1, 2013

MOZILLA PUBLIC LICENSE

VERSION 2.0

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1.4. "Covered Software"

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1.5. "Incompatible With Secondary Licenses"

means

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1.9. "Licensable"

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1.12. "Secondary License"

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means an individual or a legal entity exercising rights under this License. For legal entities, "You" includes any entity that controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the

power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

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8. LITIGATION

Any litigation relating to this License may be brought only in the courts of a jurisdiction where the defendant maintains its principal place of business and such litigation shall be governed by laws of that jurisdiction, without reference to its conflict-of-law provisions. Nothing in this Section shall prevent a party's ability to bring cross-claims or counter-claims.

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You may add additional accurate notices of copyright ownership.

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C

EXHIBIT C

2012 Implementers Conference Agenda

(see attached)

HACKATHON DAY 1 (from 9am, Sunday 7th October 2012)

9:00am Informal breakfast and gathering

10:00am Welcome and overview presented by Ben Wolfe and Darius Jazayeri

10:30am Identify teams and topics presented by Ben Wolfe and Darius Jazayeri

11:00am Hacking

1:00pm Informal lunch and hacking

2:00pm More hacking

6:00pm Informal dinner and hacking

7:00pm More hacking and optional rest

HACKATHON DAY 2 (until 5pm, Monday 8th October 2012)

9:00am Informal breakfast and Day 1 review presented by Ben Wolfe and Darius Jazayeri

9:00am By Invitation: Open Architecture Meeting presented by Chris Seebregts and Paul Biondich

10:00am Hacking

1:00pm Informal lunch and hacking

2:00pm More hacking

4:00pm Showcase presented by Ben Wolfe and Darius Jazayeri

8:00pm Overnight Hacking Space

UNCONFERENCE DAY 3 (from 8am, Tuesday, 9th October 2012)

8:00am Registration & Help Desk

8:00am Breakfast

10:15am Welcome Remarks

10:45am Keynote Address

11:15am State of OpenMRS 2012 presented by Paul Biondich

11:45am Unconference Planning presented by Michael Downey

1:00pm Lunch

2:30pm Hospital System Requirements presented by Roger Friedman

2:30pm Implementation Overview presented by Dawn Smith, Lauren Stanisic and James Arbaugh

2:30pm Architecture & Interoperability presented by Bill Lober

3:45pm Coffee Break

4:00pm Upgrades & Data Exchange presented by Ellen Ball and Viet Long Pham

4:00pm Point of Care Workflow presented by Tobin Greensweig

4:00pm System Architecture presented by Roger Friedman

5:15pm Networking Free Time

6:30pm Dinner

8:00pm BoF: GSoC Chat presented by Suranga Kasthurirathne

8:00pm BoF: Promoting OpenMRS Service Providers presented by Joaquin Blaya

9:00pm BoF: OpenMRS Around India presented by Nathan Leiby

10:00pm Overnight Hacking Space

UNCONFERENCE DAY 4 (from 9am, Wednesday 10th October 2012)

8:00am Registration & Help Desk

8:00am Breakfast

9:00am Day 2 Welcome presented by Michael Downey

9:15am Making OpenMRS an EMR Application presented by Darius Jazayeri

9:15am Biometrics in OpenMRS? Feasible? presented by Shaun Grannis

9:15am Data Migration from .NET Systems into OpenMRS presented by Titi Tsholofelo

10:45am Coffee Break

11:00am Reporting Module presented by Mike Seaton

11:00am Sync or Alternatives presented by Augustine Okindo

UNCONFERENCE & SITE VISITS DAY 5 (from 9am, Thursday 11th October 2012)

6:30am Breakfast

7:00am Driving to Site Visits

9:30am Site Visits

12:30pm Drive to Lunch

1:00pm Lunch

3:30pm Drive to IIRR

5:00pm OpenMRS Road Map presented by Burke Mamlin

5:00pm Concept Dictionary Management & Administration presented by Steven Macharia

5:00pm Importing Master Health Facility Reg. presented by Titi Tsholofelo

6:00pm Dinner

7:30pm Entertainment

8:30pm Overnight Hacking Space

UNCONFERENCE DAY 6 (from 9am to 1pm, Friday 12th October 2012)

8:00am Registration & Help Desk

8:00am Breakfast

9:00am Day 4 Welcome presented by Ben Wolfe and Darius Jazayeri

9:15am Site Visit Q&A Forum presented by Burke Mamlin

10:45am Multiple Applications at a Facility presented by Mwatha Bwanali

10:45am Mobile in OpenMRS presented by Nicholas Wilkie

10:45am Registration Modules presented by Tobin Greensweig

12:00pm Closing Session presented by Burke Mamlin and Hamish Fraser

1:00pm Informal Lunch

D

EXHIBIT D

Board Meeting Minutes

Exhibit D-1 – Organizational Written Consent (April 20, 2012)

(see attached)

**WRITTEN CONSENT
IN LIEU OF THE ORGANIZATIONAL MEETING
OF THE BOARD OF DIRECTORS OF OPENMRS1, LIMITED**

Pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended, and the Articles of Incorporation of OpenMRS1, Limited (the "Corporation"), the undersigned, being all of the initial directors of the Corporation, hereby waive notice of the time, place, and purpose of a meeting of the Board of Directors of the Corporation, consent to the adoption of and vote in favor of the following resolutions, and direct the Secretary of the Corporation to place a copy of this written consent in the minute book of the Corporation.

RESOLVED, that the Board of Directors of the Corporation, hereby approves and adopts the Bylaws of OpenMRS1, Limited (the "Bylaws"), in their entirety as set forth in the Bylaws in substantially the form attached hereto as Exhibit A.

RESOLVED, that the Board of Directors of the Corporation hereby approves and adopts the Conflict of Interest Disclosure form, consistent with the Corporation's Conflict of Interest policy outlined in Article VI of the Corporation's Bylaws, in substantially the form attached hereto as Exhibit B.

RESOLVED, that each of the following persons is elected to the office opposite his or her name to serve through December 31, 2013, or until his or her successor is elected and qualified pursuant to the Bylaws:

<u>William Tierney</u>	Chair
<u>Joaquín Blaya</u>	Vice Chair
<u>Dawn Smith</u>	Secretary
<u>Dawn Smith</u>	Treasurer
<u>Paul Biondich</u>	Executive Director

RESOLVED, that the Board of Directors of the Corporation hereby amends and restates the Corporation's Articles of Incorporation in their entirety as set forth in the Amended and Restated Articles of Incorporation of OpenMRS1, Limited, in the form attached hereto as Exhibit C.

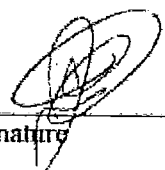
RESOLVED, that the officers of the Corporation are authorized and directed to take whatever actions are appropriate or desirable, including the filing of Articles of Amendment with the Secretary of State of the State of Indiana, to effectuate the amendment and restatement of the Corporation's Articles of Incorporation as provided in the immediately preceding resolution.

RESOLVED, that the Board of Directors of the Corporation, hereby authorizes and directs the officers of the Corporation, with the assistance of the Corporation's legal counsel, Faegre Baker Daniels LLP, to cause the filing of applications for exemption from federal, state, and local taxes on behalf of the Corporation, and to take such other actions as are appropriate or necessary in this regard.

RESOLVED, that the Board of Directors of the Corporation, pursuant to Article VII of the Bylaws of the Corporation, hereby designates the Executive Director and the Treasurer of the Corporation, each individually, to sign all checks, drafts, and other orders for the payment of money on behalf of the Corporation, to enter into any contract, to execute any instrument, and to undertake on behalf of the Corporation the other actions set forth in such Article VII.

Upon execution of a counterpart of this written consent by each of the directors of the Corporation, the foregoing actions shall have effect and validity as though taken by unanimous action of the Board of Directors of the Corporation at a meeting of said directors duly called and legally held.

Date: 3/17/12



Signature

Joaquin A Blazquez
Printed Name

RESOLVED, that the officers of the Corporation are authorized and directed to take whatever actions are appropriate or desirable, including the filing of Articles of Amendment with the Secretary of State of the State of Indiana, to effectuate the amendment and restatement of the Corporation's Articles of Incorporation as provided in the immediately preceding resolution.

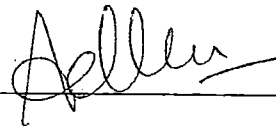
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Upon execution of a counterpart of this written consent by each of the directors of the Corporation, the foregoing actions shall have effect and validity as though taken by unanimous action of the Board of Directors of the Corporation at a meeting of said directors duly called and legally held.

Date: 21/3/2012

Signature



Printed Name

Amir J. Khan

RESOLVED, that the officers of the Corporation are authorized and directed to take whatever actions are appropriate or desirable, including the filing of Articles of Amendment with the Secretary of State of the State of Indiana, to effectuate the amendment and restatement of the Corporation's Articles of Incorporation as provided in the immediately preceding resolution.

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Upon execution of a counterpart of this written consent by each of the directors of the Corporation, the foregoing actions shall have effect and validity as though taken by unanimous action of the Board of Directors of the Corporation at a meeting of said directors duly called and legally held.

Date:

3/16/12

Signature

William M. Tierney, MD

Printed Name

WILLIAM M. TIERNEY, MD

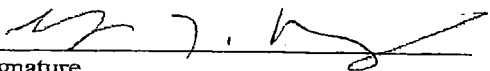
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Upon execution of a counterpart of this written consent by each of the directors of the Corporation, the foregoing actions shall have effect and validity as though taken by unanimous action of the Board of Directors of the Corporation at a meeting of said directors duly called and legally held.

Date: March 22 / 2012


Signature

Christopher T. Bailey
Printed Name

RESOLVED, that the officers of the Corporation are authorized and directed to take whatever actions are appropriate or desirable, including the filing of Articles of Amendment with the Secretary of State of the State of Indiana, to effectuate the amendment and restatement of the Corporation's Articles of Incorporation as provided in the immediately preceding resolution.

RESOLVED, that the Board of Directors of the Corporation, hereby authorizes and directs the officers of the Corporation, with the assistance of the Corporation's legal counsel, Faegre Baker Daniels LLP, to cause the filing of applications for exemption from federal, state, and local taxes on behalf of the Corporation, and to take such other actions as are appropriate or necessary in this regard.

RESOLVED, that the Board of Directors of the Corporation, pursuant to Article VII of the Bylaws of the Corporation, hereby designates the Executive Director and the Treasurer of the Corporation, each individually, to sign all checks, drafts, and other orders for the payment of money on behalf of the Corporation, to enter into any contract, to execute any instrument, and to undertake on behalf of the Corporation the other actions set forth in such Article VII.

Upon execution of a counterpart of this written consent by each of the directors of the Corporation, the foregoing actions shall have effect and validity as though taken by unanimous action of the Board of Directors of the Corporation at a meeting of said directors duly called and legally held.

Date: 04 20 12

Mitchell Baker EUP

Signature

Mitchell Baker

Printed Name

EXHIBIT A

Bylaws of OpenMRSI, Limited

**BYLAWS
OF
OPENMRS1, LIMITED**
[Adopted—]

ARTICLE I

GENERAL

Section 1. Name. The name of the corporation is OpenMRS1, Limited (the "Corporation").

Section 2. Address. The post office address of the Corporation's initial registered office is 410 West 10th Street, Suite 2000, Indianapolis, Indiana 46202. The initial registered agent in charge of the initial registered office is Dawn C. Smith.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June next succeeding.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Directors. The affairs of the Corporation shall be managed, controlled, and conducted by, and under the supervision of, the Board of Directors, subject to the provisions of the Articles of Incorporation and these Bylaws. The Board of Directors (the "Board") shall have the number of members, not less than five and not more than nine, as designated by resolution of the Board from time to time. When not so designated, the number of directors shall be five. At all times, a majority of the Corporation's directors shall be persons appointed by the Supported Organizations (as identified in the Articles of Incorporation) or designated by their offices with the Supported Organizations.

Section 2. Terms and Qualifications. Beginning with the initial members of the Board, as identified below, there shall be two classes of directors: Appointed Directors and At-Large Directors, as further described below. Each class shall have the same rights regarding approval of actions and other matters (except as specifically provided in the Articles of Incorporation and these Bylaws). The names of the members of the initial Board, who shall serve for terms as specified below in these Bylaws, are as follows:

APPOINTED DIRECTORS

<u>Name</u>	<u>Term to Expire:</u>
William Tierney	December 31, 2015
Christopher Bailey	December 31, 2015
Aamir Khan	December 31, 2015

AT-LARGE DIRECTORS

<u>Name</u>	<u>Term to Expire:</u>
Joaquin Blaya	December 31, 2014
Mitchell Baker	December 31, 2014

The term of each member of the initial Board shall extend through the specified term, and until his or her successor is appointed (or elected) and qualified. Following or preceding the expiration of the term of a director (including the initial members of the Board), the directors shall be appointed and elected as follows:

- (a) Appointed Directors. The Supported Organization(s) shall appoint one or more members of the Board provided that the total number of directors so appointed comprises a majority of the Board (an "Appointed Director").

Other than the initial directors, who shall serve for the terms outlined above, each Appointed Director shall serve for a term of three years, and until his or her successor is appointed and qualified. An Appointed Director may serve no more than three terms (whether such terms are consecutive or non-consecutive).

- (b) At-Large Directors. The remaining members of the Corporation's Board of Directors (the "At-Large Directors") shall be elected by the directors then in office (both Appointed and At-Large Directors, whose terms have not expired). The Board shall strive to elect At-Large Directors from amongst the Corporation's community with at least one of the At-Large Directors coming from the community of implementers. Such individuals shall have actively participated in the direct implementation of the records system with experience "on the ground" and in health care settings. With the exception of the initial directors, who shall serve for the terms outlined above, each At-Large Director shall serve for a term of three years (or such other term as prescribed by the Board at the time of election) and until his or her successor is elected and qualified. An At-Large Director may serve no more than three terms (whether such terms are consecutive or non-consecutive).

Section 3. Quorum and Approval of Actions. A majority of the directors in office immediately before a meeting begins shall constitute a quorum for the transaction of any business properly to come before the Board. Unless otherwise provided in the Articles of

Incorporation or these Bylaws, the approval of two-thirds of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 4. Regular Meetings. The Board may hold regular meetings, as fixed by these Bylaws or by resolution of the Board, for the purpose of transacting such business as properly may come before the Board. Such regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting.

Section 5. Special Meeting. Notwithstanding the provision for regular meetings of the Board, the Board of Directors may hold special meetings for any lawful purpose upon not less than two days' notice, as described in these Bylaws, upon call by the Chair of the Corporation or by not less than twenty percent (but not fewer than two) of the members of the Board of Directors then in office. A special meeting shall be held at such date, time, and place within or without the State of Indiana as is specified in the call of the meeting. The purpose of any such meeting need not be specified.

Section 6. Notice. Where required, oral or written notice of the date, time, and place of each special meeting of the Board of Directors shall be communicated, delivered, or mailed by the Secretary of the Corporation, or by the person or persons calling the meeting, to each member of the Board so that such notice is effective at least five days before the date of the meeting. The notice need not describe the purpose of the meeting. Oral notice shall be effective when communicated. A written notice transmitted by facsimile or electronic mail shall be effective when received. Any other written notice shall be effective at the earliest of the following:

- (a) When received;

- (b) Five (5) days after the notice is mailed, as evidenced by the postmark or private carrier receipt, if mailed correctly addressed to the address listed in the most current records of the Corporation;
- (c) On the date shown on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or
- (d) Thirty (30) days after the notice is deposited with another method of the United States Postal Service other than first class, registered, or certified postage affixed, as evidenced by the postmark, if mailed correctly addressed to the address listed in the most current records of the Corporation.

Section 7. Waiver of Notice. Notice of a meeting may be waived in writing, signed by the director entitled to notice, and filed with the minutes or the corporate records. Attendance at or participation in any meeting (a) waives objection to lack of notice or defective notice unless the director at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the director objects to considering the matter when the matter is presented.

Section 8. Means of Communication. The Board of Directors, or a committee thereof, may (a) permit a director or a committee member to participate in a regular or special meeting by or (b) conduct a regular or special meeting through the use of any means of communication by which all directors or committee members participating may simultaneously hear each other

during the meeting. A director or committee member participating in a meeting by such means shall be considered present in person at the meeting.

Section 9. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if a written consent describing such action is signed by each director or committee member and such written consent is included in the minutes or filed with the corporate records reflecting the action taken. Action taken by written consent shall be effective when the last director or committee member signs the consent, unless the consent specifies a prior or subsequent effective date. A consent signed as described in this section shall have the effect of approval at a meeting and may be described as such in any document.

Section 10. Resignation, Removal, and Vacancies. An At-Large Director may voluntarily resign at any time by delivering to the Chair or Secretary his or her written notice of resignation. The resignation shall be considered accepted, and will become effective, when the notice is effective under Section 6 of this Article II, unless the notice specifies a later effective date. An At-Large Director may be removed from office or replaced at any time, with cause, by two-thirds of the directors present at a meeting at which a quorum is present. An At-Large Director so removed shall have thirty (30) days after receipt of notice of such removal to file a petition with the Secretary appealing the decision of the Board of Directors. A vacancy on the Board of Directors, whether created by removal or resignation of an At-Large Director, shall be filled by the Board, and the person elected to fill such vacancy shall serve until the expiration of the term vacated.

An Appointed Director may voluntarily resign at any time by delivering to the Supported Organization his or her written notice of resignation. An Appointed Director may be removed from office or replaced at any time, with cause, by the appointing Supported Organization. A vacancy on the Board of Directors, whether created by removal or resignation of an Appointed Director, shall be filled by the Supported Organization that made the appointment, and the person elected to fill such vacancy shall serve until the expiration of the term vacated.

ARTICLE III

OFFICERS

Section 1. In General. The officers of this Corporation shall be a Chair, a Vice Chair, an Executive Director, a Secretary, a Treasurer, and such other officers as the Corporation's Board of Directors may otherwise elect. An officer simultaneously may hold more than one office, with the exception of Chair and Vice Chair. Each officer shall be elected by the Board of Directors and shall serve for two years, or such other period as prescribed by the Board at the time of such election, and until the officer's successor is elected and qualified. An individual may serve as an officer for three consecutive terms but may serve any number of nonconsecutive terms. Except for the offices of Chair and Vice Chair, all officers may, but need not, be members of the Board. Any officer may be removed by the Board of Directors, with or without cause, by a two-thirds vote of the directors present at a meeting at which a quorum is present. Any vacancy occurring in any office shall be filled by the Board, and the person elected to fill such vacancy shall serve until the expiration of the term vacated.

Section 2. Chair. The Chair shall be a member of the Board of Directors and preside at all meetings of the Board. The Chair shall provide overall leadership and direction to the Board and shall perform such other duties as the Board of Directors may prescribe.

Section 3. Vice Chair. The Vice Chair shall be a member of the Board of Directors and shall perform the duties and exercise the powers of the Chair during the absence or disability of the Chair and such other duties as the Board may prescribe.

Section 4. Executive Director. The Executive Director shall perform the duties usual to such position, including conducting all operational aspects of the Corporation. The Executive Director shall perform such other duties and have such other powers as the Board of Directors may prescribe.

Section 5. Secretary. The Secretary shall be the custodian of all papers, books, and records of the Corporation other than books of account and financial records. The Secretary shall prepare and enter in the minute book the minutes of all meetings of the Board of Directors. The Secretary shall authenticate records of the Corporation as necessary. The Secretary shall perform the duties usual to such position and such other duties as the Board of Directors or Executive Director may prescribe.

Section 6. Treasurer. The Treasurer shall prepare and maintain correct and complete records of account showing accurately the financial condition of the Corporation. All fees, notes, securities, and other assets coming into the possession of the Corporation shall be received, accounted for, and placed in safekeeping as the Treasurer may from time to time prescribe. The Treasurer shall furnish, whenever requested by the Board of Directors or the Executive Director, a statement of the financial condition of the Corporation and shall perform

the duties usual to such position and such other duties as the Board of Directors or Executive Director may prescribe.

Section 7. Other Offices. Each other officer of the Corporation may perform such duties as the Board of Directors, Chair, or Executive Director may prescribe.

ARTICLE IV
COMMITTEES

Section 1. Executive Committee. The Board of Directors may, by resolution adopted by the directors then in office, designate two (2) or more directors of the Corporation to constitute an Executive Committee which, to the extent provided in such resolution and consistent with applicable law, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation's affairs during intervals between the meetings of the Board of Directors. The Executive Committee shall be subject to the authority and supervision of the Board. At a minimum, the Executive Committee shall meet on a quarterly basis during the course of the Corporation's fiscal year.

Section 2. Other Committees. The Board of Directors may establish other committees, in addition to the Executive Committee, to accomplish the goals and perform the programs of the Corporation. Such committees shall have such responsibilities and powers as the Board of Directors shall specify. Members of such committees may, but need not, be members of the Board. A committee member appointed by the Board of Directors may be removed by the Board with or without cause.

ARTICLE V

INDEMNIFICATION

Section 1. Indemnification by the Corporation. To the extent not inconsistent with applicable law, every person (and the heirs and personal representatives of such person) who is or was a director, officer, employee, or agent of the Corporation shall be indemnified by the Corporation against all liability and reasonable expense that may be incurred by her or him in connection with or resulting from any claim, action, suit, or proceeding (a) if such person is wholly successful with respect thereto or, (b) if not wholly successful, then if such person is determined as provided in Section 3 of this Article V to have acted in good faith, in what he or she reasonably believed to be the best interests of the Corporation (or, in any case not involving the person's official capacity with the Corporation, in what he or she reasonably believed not to be opposed to the best interests of the Corporation) and, in addition, with respect to any criminal action or proceeding, is determined to have had reasonable cause to believe that her or his conduct was lawful (or no reasonable cause to believe that the conduct was unlawful). The termination of any claim, action, suit, or proceeding, civil or criminal, by judgment, order, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of nolo contendere or its equivalent, shall not create a presumption that a person did not meet the standards of conduct set forth in this Article V.

Section 2. Definitions.

- (a) As used in this Article V, the terms "claim, action, suit, or proceeding" shall include any threatened, pending, or completed claim, action, suit, or proceeding

and all appeals thereof (whether brought by or in the right of this Corporation, any other corporation, or otherwise), civil, criminal, administrative, or investigative, whether formal or informal, in which a person (or her or his heirs or personal representatives) may become involved, as a party or otherwise:

- (i) By reason of her or his being or having been a director or officer of the Corporation or of any corporation where he or she served as such at the request of the Corporation, or
 - (ii) By reason of her or his acting or having acted in any capacity in a corporation, partnership, joint venture, association, trust, or other organization or entity where he or she served as such at the request of the Corporation, or
 - (iii) By reason of any action taken or not taken by her or him in any such capacity, whether or not he or she continues in such capacity at the time such liability or expense shall have been incurred.
- (b) As used in this Article V, the terms "liability" and "expense" shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines, or penalties against, and amounts paid in settlement by or on behalf of, a person.
- (c) As used in this Article V, the term "wholly successful" shall mean (i) termination of any action, suit, or proceeding against the person in question without any finding of liability or guilt against her or him, (ii) approval by a court, with knowledge of the indemnity herein provided, of a settlement of any action, suit, or proceeding, or (iii) the expiration of a reasonable period of time after the making

of any claim or threat of any action, suit, or proceeding without the institution of the same, without any payment or promise made to induce a settlement.

Section 3. Entitlement to Indemnification. Every person claiming indemnification hereunder (other than one who has been wholly successful with respect to any claim, action, suit, or proceeding) shall be entitled to indemnification (a) if special independent legal counsel, which may be regular counsel of the Corporation or other disinterested person or persons, in either case selected by the Board of Directors, whether or not a disinterested quorum exists (such counsel or person or persons being hereinafter called the "referee"), shall deliver to the Corporation a written finding that such person has met the standards of conduct set forth in the preceding Section 1 of this Article V and (b) if the Board of Directors, acting upon such written finding, so determines. The person claiming indemnification shall, if requested, appear before the referee and answer questions which the referee deems relevant and shall be given ample opportunity to present to the referee evidence upon which he or she relies for indemnification. The Corporation shall, at the request of the referee, make available facts, opinions, or other evidence in any way relevant to the referee's finding that is within the possession or control of the Corporation.

Section 4. Relationship to Other Rights. The right of indemnification provided in this Article V shall be in addition to any rights to which any person may otherwise be entitled.

Section 5. Extent of Indemnification. Irrespective of the provisions of this Article V, the Board of Directors may, at any time and from time to time, approve indemnification of directors, officers, employees, agents, or other persons to the fullest extent permitted by applicable law, or, if not permitted, then to any extent not prohibited by such law, whether on account of past or future transactions.

Section 6. Advancement of Expenses. Expenses incurred with respect to any claim, action, suit, or proceeding may be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless he or she is entitled to indemnification.

Section 7. Purchase of Insurance. The Board of Directors is authorized and empowered to purchase insurance covering the Corporation's liabilities and obligations under this Article V and insurance protecting the Corporation's directors, officers, employees, or other persons.

ARTICLE VI

CONFLICT OF INTEREST

Section 1. General Statement and Procedures. It is the policy of the Corporation and its Board of Directors that the Corporation's directors, officers, and employees carry out their respective duties in a fashion that avoids actual, potential, or perceived conflicts of interest. The Corporation's directors, officers, and employees shall have the continuing, affirmative duty to report any personal ownership, interest, or other relationship that might affect their ability to exercise impartial, ethical, and business-based judgments in fulfilling their responsibilities to the Corporation. This policy shall be further subject to the following principles:

(a) Directors, officers, and employees of the Corporation shall conduct their duties with respect to potential and actual grantees, contractors, suppliers, agencies, and other persons transacting or seeking to transact business with the Corporation in a completely impartial

manner, without favor or preference based upon any consideration other than the best interests of the Corporation.

(b) Directors, officers, and employees of the Corporation shall not seek or accept for themselves or anyone else, from any person or business entity that transacts or seeks to transact business with the Corporation, any gifts, entertainment, or other favors relating to their positions with the Corporation that exceed common courtesies consistent with ethical and accepted business practices.

(c) If a director, or a director's relative (the term "relative" includes spouses, ancestors, and descendants, whether by whole or half blood), directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transacts or seeks to transact business with the Corporation, the director shall disclose that interest or position and shall refrain from voting on any issue pertaining to the transaction.

(d) Officers and employees of the Corporation shall not conduct business on behalf of the Corporation with a relative or a business entity in which the officer, employee, or his or her relative owns a significant financial interest or by which such officer, employee, or relative is employed, except where such dealings have been disclosed to, and specifically approved and authorized by, the Board of Directors of the Corporation.

(e) The Board of Directors may require the Corporation's directors, officers, or employees to complete annually (or as otherwise scheduled by the Board) a disclosure statement regarding any actual or potential conflict of interest described in these Bylaws. The disclosure statement shall be in such form as may be prescribed by the Board and may include information regarding a person's participation as a, director, officer, or employee of any other

nonprofit organization. The Board of Directors shall be responsible for oversight of all disclosures or failures to disclose and for taking appropriate action in the case of any actual or potential conflict of interest transaction.

Section 2. Validity of Actions. The failure of the Corporation, its Board of Directors, or any or all of its directors, officers, or employees to comply with the conflict of interest provisions of these Bylaws shall not invalidate, cancel, void, or make voidable any contract, relationship, action, transaction, debt, commitment, or obligation of the Corporation that otherwise is valid and enforceable under applicable law.

ARTICLE VII

CONTRACTS, CHECKS, LOANS, DEPOSITS, AND GIFTS

Section 1. Contracts. The Board of Directors may authorize two (2) or more officers, agents, or employees of the Corporation to enter into any contract or execute any instrument on its behalf. Such authorization may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent, or employee shall have any power to bind the Corporation or to render it liable for any purpose or amount.

Section 2. Checks. All checks, drafts, or other orders for payment of money by the Corporation shall be signed by such person or persons as the Board may from time to time designate by resolution. Such designation may be general or confined to specific instances.

Section 3. Loans. Unless authorized by the Board, no loan shall be made by or contracted for on behalf of the Corporation and no evidence of indebtedness shall be issued in its name. Such authorization may be general or confined to specific instances.

Section 4. Deposits. All funds of the Corporation shall be deposited to its credit in such banks or other depositaries as the Board may designate. Such designation may be general or confined to specific instances.

Section 5. Gifts. The Board of Directors may accept on behalf of the Corporation any gift, grant, bequest, devise, or other contribution for the purposes of the Corporation on such terms and conditions as the Board shall determine.

ARTICLE VIII

AMENDMENTS

The power to make, alter, amend, or repeal the Bylaws is vested in the Board of Directors and any such amendments shall require approval of two-thirds of the directors present at a meeting at which a quorum is present.

Written Consent—
OpenMRS1, Limited

EXHIBIT B

Disclosure Form

OPENMRS1, LIMITED

CONFLICT OF INTEREST DISCLOSURE

Name: _____

It is the policy of OpenMRS1, Limited (the "Corporation"), that each director, officer, and employee (if any) of the Corporation should provide an annual disclosure of actual or potential conflicts of interest that arise as a result of that person's role with the Corporation.

Pursuant to that policy, I acknowledge and attest that:

1. I have read and understand the Corporation's Conflict of Interest Policy (included in Article VI of the Corporation's Bylaws);
2. I am in compliance with the Corporation's Conflict of Interest Policy;
3. I am reporting below, or by attached list, all actual or potential conflicts of interest involving me, and of which I am aware, that arise as a result of my role with the Corporation;
4. I am reporting below, or by attached list, each position that I hold as a director, trustee, officer, or employee of any other nonprofit organization; and
5. I will report promptly any changes in the information reported herein or in any other matters that might affect compliance with the Corporation's Conflict of Interest Policy.

Signature

Date

Actual or Potential Conflicts of Interest (use additional sheets if necessary):

Positions Held with Other Nonprofit Organizations (including name of organization and position(s) held). Use additional sheets if necessary. In lieu of a separate listing here, you may attach a current resume, curriculum vitae, or professional biography that includes these positions.

Written Consent—
OpenMRS1, Limited

EXHIBIT C

*Amended and Restated
Articles of Incorporation*

AMENDED AND RESTATED

ARTICLES OF INCORPORATION OF OPENMRS1, LIMITED.

The undersigned officer of OpenMRS1, Limited (hereinafter, the "Corporation"), pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act"), hereby executes the following Amended and Restated Articles of Incorporation (the "Articles"), which supersede and take the place of the previously existing articles of the Corporation and all provisions and amendments thereto:

ARTICLE I

Name

The name of the Corporation is OpenMRS1, Limited.

ARTICLE II

Purposes

Section 1. This Corporation is a public benefit corporation that shall be organized and operated exclusively to benefit, perform, and carry out the exclusively educational, scientific, charitable, and other exempt purposes of Partners in Health, A Nonprofit Corporation, and Indiana University (the "Supported Organizations"), to the extent that such purposes are described in Sections 170(c)(2)(B), 501(c)(3), 2055(a)(2), and 2522(a)(2) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws (the "Code").

Section 2. In carrying out such educational, scientific, charitable, and other exempt purposes, and subject thereto, the Corporation may engage in the following activities in support of the Supported Organizations (among others):

- (a) improve health care delivery in resource-constrained environments, including developing countries; and
- (b) work with and coordinate a global community to create and support software to manage medical records and other health care systems in developing countries and to resource-constrained environments.

ARTICLE III

Powers

Notwithstanding any other provision of these Articles of Incorporation, neither the Board of Directors nor the Corporation shall have the power or authority to do any act that shall prevent the Corporation from being an organization described in Code sections 170(c)(2)(B), 501(c)(3), 2055(a)(2), and 2522(a)(2). Subject to the foregoing statement, and subject to and in furtherance of the purposes for which it is organized, the Corporation shall possess all of the rights, privileges, and powers conferred by the Act or by other law and, in addition, the following rights, privileges, and powers:

Section 1. To indemnify any person against liability and expense, and to advance the expenses incurred by such person, in connection with the defense of any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise, and whether formal or informal, to the fullest extent permitted by applicable law, or, if not permitted, then to any extent not prohibited by such law.

Section 2. To cease its activities and to dissolve and surrender its corporate franchise.

ARTICLE IV

Period of Existence

The period during which the Corporation shall continue is perpetual.

ARTICLE V

Registered Agent and Registered Office

Section 1. At the time of filing these Articles, the name and address of the registered agent in charge of the Corporation's registered office are Dawn C. Smith, 410 West 10th Street, Suite 2000, Indianapolis, Indiana 46202.

Section 2. At the time of filing these Articles, the street address of the registered office of the Corporation is 410 West 10th Street, Suite 2000, Indianapolis, Indiana 46202.

ARTICLE VI

Members

The Corporation shall not have members as that term is described in the Act. The Corporation may, upon resolution of the Board of Directors, designate as "members" certain individuals, corporations, or other associations and organizations who satisfy certain criteria established by the Board of Directors and who support the purposes and programs of the Corporation. Such designations shall carry no legal significance under the Act and shall not entitle such "members" to any vote on Corporation matters or to attendance at Corporation meetings.

ARTICLE VII

Directors

The exact number of directors of the Corporation shall be specified in or fixed in accordance with the Bylaws of the Corporation at a number not less than five (5).

ARTICLE VIII

Appointment and Election of Directors

Each of the directors of the Corporation, other than the members of the initial Board of Directors, shall be appointed or elected in the manner provided in the Bylaws of the Corporation; provided, however, that at all times a majority of the directors of the Corporation shall be appointed by the Supported Organizations.

ARTICLE IX

No Private Inurement

None of the Corporation's net earnings shall inure to the benefit of any private individual.

ARTICLE X

Regulation of Corporate Affairs

The affairs of the Corporation shall be subject to the following provisions:

Section 1. Notwithstanding any other provision of these Articles of Incorporation, if for any taxable year the Corporation is deemed a "private foundation" described in Code section 509(a), the Corporation shall make distributions at such time and in such manner as not to subject the Corporation to the tax imposed by Code section 4942.

Section 2. Notwithstanding any other provision of these Articles of Incorporation, if at any time the Corporation is deemed a "private foundation" described in Code section 509(a), the Corporation shall not:

- (a) Engage in any act of self-dealing as defined in Code section 4941(d);
- (b) Retain any excess business holdings as defined in Code section 4943(c);
- (c) Make any investment in such manner as to subject the Corporation to tax under Code section 4944; or
- (d) Make any taxable expenditure as defined in Code section 4945(d).

Section 3. Except as otherwise permitted by Code section 501(h), no substantial part of the activities of the Corporation shall be or consist of carrying on propaganda, or otherwise attempting, to influence legislation.

Section 4. The Corporation shall not participate or intervene in (including the publishing or distributing of any statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 5. Subject to the provisions of these Articles of Incorporation and applicable law, the Board of Directors shall have complete and plenary power to manage, control, and conduct the affairs of the Corporation.

Section 6. The power to make, alter, amend, and repeal the Bylaws of the Corporation shall be vested in the Board of Directors.

Section 7. No director of the Corporation shall be liable for any of the Corporation's obligations.

Section 8. Meetings of the Board of Directors may be held at any location, either inside the State of Indiana or elsewhere.

Section 9. All parties dealing with the Corporation shall have the right to rely upon any action taken by the Corporation pursuant to authorization by the Board of Directors by

resolution duly adopted in accordance with the Corporation's Articles of Incorporation and Bylaws and applicable law.

Section 10. The Board of Directors may from time to time, in the Bylaws of the Corporation or by resolution, designate such committees as the Board of Directors may deem desirable for the furtherance of the purposes of the Corporation.

Section 11. Neither the Board of Directors nor the Corporation shall have power or authority to do any act that shall prevent the Corporation from being an organization described in Code section 501(c)(3).

ARTICLE XI

Dissolution of the Corporation

If the Corporation is dissolved, all of its property remaining after payment and discharge of its obligations shall be transferred and conveyed, subject to any contractual or legal requirement, to one or more other organizations that have been selected by the Board of Directors, that are organized and operated for purposes substantially the same as those of the Corporation (including representing the needs of the community served by the Corporation), and that are described in Code sections 170(c)(2)(B), 501(c)(3), 2055(a)(2), and 2522(a)(2).

The undersigned officer of the Corporation hereby presents these Amended and Restated Articles of Incorporation to the Secretary of State of the State of Indiana for filing, and states that the manner of their adoption and the vote by which they were adopted constitute full legal compliance with the provisions of the Act, the previously existing Articles of Incorporation, and the Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned officer hereby verifies and affirms, subject to penalties of perjury, that the representations contained herein are true, this ____ day of _____, 2012.

Paul Biondich
Executive Director

This instrument was prepared by Jennett M. Hill, Attorney at Law, Faegre Baker Daniels LLP,
300 North Meridian Street, Suite 2700, Indianapolis, Indiana 46204.

Exhibit D-2 – Board of Directors Meeting Minutes (February 14, 2013)

(see attached)

Attendees

- Paul Biondich
- Joaquin Blaya
- Bill Tiereny
- Chris Bailey
- Mitchell Baker
- Hamish Fraser
- Jamie Thomas

Apologies

- Due to technical difficulties we were unable to connect with Aamir Khan

Recording at: NA

Agenda

1. Introductions (5 minutes)

- Chris Bailey → was at WHO Health Informatics → supported/facilitated OpenMRS in early days, interoperability standards. Now at online communications at WHO. Has been a good moral compass
- Mitchell → circuitous route to IT → silicon valley → involved in open-source software → Mozilla founding. Background in Asian studies (China), then law school, then in software development. Consistent theme = interest in how people choose to organize themselves to get things done. Org structure, self-governance, strategic planning. Good critical thinker but also good listener. Visionary leader of Mozilla for 15 years (set out to be in background). Has a technical partner. Some experience in delegation and partnership. Resistant to joining Boards → time, focus. Paul won her over → investing in a person, Paul's vision and approach. She wrote the Mozilla license that OpenMRS is using.
 - publicly streamed and put on YouTube? If we want → public consumption
- Joaquin Blaya → younger, graduate of PhD program with Hamish at PIH/MIT. Since then → to Chile (Santiago) → startup based on providing services around OpenMRS. Originally from Chile but has lived in Chile most of his life. Representative of the larger community → voted by the OpenMRS Community to serve in this role.
- Bill Tiereny - is the President and CEO of the Regenstrief Institute, Inc. and the Interim Director for the Regenstrief Center of Biomedical Informatics. His research focuses on implementing EHRs in both hospital and outpatient venues in Indiana and in Kenya, where his team of developers implemented sub-Saharan Africa's first ambulatory EHR

2. Quick background on origins and rationale of OpenMRS, Inc. (15 minutes)

- Why we created OpenMRS, Inc.
 - Founded on support of particular implementations, e.g. AMPATH and Rwanda/PIH, and South Africa (Seebregts)
 - Support each other = initial focus. Mutually supportive.
 - Developed early community → interest from others → spread organically

- Because of nature → one step behind supporting community's growth.
- Implementations were not well-resourced → OpenMRS on the cheap.
- Community not sustainable in current form → relying on spare time and energy of founders
- Needed a community
- To help support the mission of the OpenMRS community
- The Inc. aids in creating and distributing OpenMRS by securing cash, hardware, and other donations, then using donations to aid OpenMRS development and promotion.
- Community vs. Inc.
 - Have maturing community leadership structure.
 - Inc is meant to catalyze and sustain community - grow the non-profit to support the sustainability of the community
 - Follow other open-source initiatives → OpenMRS, Inc. more Apache than Eclipse-like - lots of people working on project and financed through organizations that benefit from the development
- LLC vs. Lt. vs Inc...
 - LLC first to hold the software → does not belong to university or any specific organization
 - LLC never set up to receive or process resources
 - LLC messaged that the software was the communities but then we wanted non-profit status
 - can't have orgs with the same name
 - The naming of OpenMRS1, Limited is a short term legal artifact. Given that OpenMRS, LLC has historically been the OpenMRS copyright holder and maintainer of the open source license, OpenMRS1 had to be named separately as entities can't be given the same name by law. Once OpenMRS1 receives it's not-for-profit designation, OpenMRS, LLC will transfer the copyright and license over to OpenMRS1, OpenMRS LLC will be dissolved, and OpenMRS1 will rename itself to OpenMRS, Inc.
 - Ltd. has negative connotation in the developing world
 - The LLC will pass proceeds over the the Inc and then dissolve

3. Implementation driven

- Whole emphasis from Day 1 was on implementation in low-income countries
- See map of global implementations
- Learning about implementations
- Spent time with Martin Fowler → software engineering pioneer → notion of "Harvesting" → look for economies among implementations → look for ways to facilitate subsequent implementations
- Constant goal → process, community, technology perspectives → best practices, bits that can be reused
- Good job with lower level activities, e.g. database, API, core tech that's been broadly used
- Poorly making application support out of the box functionality → building new code into OpenMRS platform → ↑ facilitate their implementation
- Leverage community to "go up the stack"
- In first days of implementations, diff between content (dictionaries, tech) and process side of things

- First content dictionary for AMPATH → being reused because it was all that was available è Andy Kanter → more robust dictionary curated by all of the implementations → harvesting best practices
- Have OpenMRS platform as solution and architecture.
- Although different venues do different things and need different support, there are commonalities → generic framework that will make customization easier.
- Don't want to stay focused on specific solutions but more generic support infrastructure
- Joaquin → OpenMRS has helped and even founded other open-source communities and projects → some linkage. E.g. Chris leading project creating national health infrastructures → ? start with OpenMRS which has helped mHealth, lab communities.
- Most growth has been organic → now need a strategic plan.
- OpenMRS grown beyond original planners → community roles

4. Community Leadership Structure and 2013 objectives (15 minutes)

- Leadership is built in a way to support harvesting from the best of practice and trying to build into the community process
 - Architectures - requirements, patterns, designs, standards
 - Solutions - Software Applications, Software Development, hardware and networks, support services
- Community growth means that we need to divide and conquer
 - Partnerships Lead - Chris Seebregts
<https://wiki.openmrs.org/display/RES/Partnership+Lead+%28Title+TBD%29formalizing>
 - the relationship with partnerships with organizations
 - focused on the productivity and collaboration of the "organizations" who benefit and support the OMRS community
 - 2013 Goals
 - Development OpenMRS partnership strategic plan
 - Begin outreach to existing partners → database, documentation templates, contact for inquiries
 - Establish 2-3 new strategic partnerships
 - Community Manager - Michael Downey
<https://wiki.openmrs.org/display/RES/Community+Manager+%28Title+TBD%29>
 - Focused on the productivity and collaboration of the "individuals" within the OpenMRS community
 - 2013 Goals
 - Produce 1 global conference and at least 2 regional/global hackathons
 - Release infrastructure → support community becoming data driven around issues of community health
 - Establish communication program for key contributors
 - Technology support for continuous delivery process
 - Continuous delivery of software → ↑ online presence → ↑ releases of software (continuous)
 - Evaluation and Impact Lead - Hamish Fraser
<https://wiki.openmrs.org/display/RES/Evaluation+and+Impact+Lead+%28Title+TBD%29>
 - oversees and operationalizes the collection of evidence and the design and support of evaluation studies of OpenMRS
 - 2013 Goals

- ID at least 2 organizations committed to carrying out OpenMRS evaluation studies and provide support
 - Provide input to engineering team in support tools → ↑ evaluations of OpenMRS
 - Develop documentation within OpenMRS community that simplifies process of carrying out evaluations
 - Survey OpenMRS implementations about evaluation efforts
 - Engineering Lead - Burke Mamlin
 - <https://wiki.openmrs.org/display/RES/Engineering+Lead+%28Title+TBD%29>
 - oversees and operationalizes the OpenMRS community software development process
 - 2013 Goals
 - Oversee 1 main release and 2-3 point releases
 - Optimize development process
 - Implementations “more involved
 - Volunteers more involved
 - Document engineering roles and responsibilities
 - Continuous delivery system
 - Better developer experience
 - First developer SDK release
 - ↑ documentation → Developer Guide and Technical Reference Guide → publish in 2013
 - “Make the developer the center of the universe”
 - Metadata and Content Lead - Andy Kanter <https://wiki.openmrs.org/display/RES/Meta-Data+and+Terminology+Lead>
 - Oversees the growth of health content required for key functionality of implementation of OpenMRS
 - 2013 Goals
 - Map and document key requirements for implementations
 - Support core “starter terminology” for new OpenMRS implementations (out of MVP) and provide field mapping support
 - Create sustainability plan and partner team
 - Executive Director - Paul Biondich
 - Directly supports the work of the community leadership team and provides overall community oversight
 - Goals
 - Establish more distributed community leadership
 - Incubate new leaders w/focus on low-income countries
 - Develop training and consultation service infrastructure
 - Establish back office for OpenMRS, Inc.

4. Board Leadership and Responsibilities (15 minutes)

- Assure OpenMRS, Inc. adhering to mission, vision, values
- Determine and monitor the organization’s program, services, effectiveness
- Hold OpenMRS
- Chairman of the Board - Bid by Bill
 - Lead meeting
 - Prepare agendas

- Coordinate annual performance evaluation
- Coordinate search for new board members → support orientation
- Secretary - Bid by Chris, Joaquin
 - Attend board meetings
 - Ensure safety accuracy of records
 - Serve as Chair when Chair absent
- Treasurer
 - Attend board meetings
 - Financial oversight
 - Present annual budget
 - Review annual internal audit and external (financial) audit (how much income is required before we need this?)
- Discussion
 - Chris → What about COI? → how to be an honest broker when dealing with countries when also on the OpenMRS board and promoting OpenMRS → how to recuse OpenMRS or deal with COI? Need formal policy!
 - Chair should be the most senior person → Bill or Mitchell
 - Mitchell → Chair should be closer to the medical field
 - Bill: old and medical orientation → Board Chair
 - Joaquin → could be secretary
 - Who will be treasurer?
- **TODO:** Paul will send out an email and everyone board will continue to talk about this over email

5. Operational Updates (5 minutes)

- IRS Update - actively looking at OpenMRS record, asked clarifying questions about application → seemed positively disposed to OpenMRS. E-mail from our lawyer yesterday → IRS contacted her for additional Qs
- Funding Update
 - bank account established, first year RF deposited (Chase) - \$500K over 4 years, first year in the bank @\$200K.
 - working on liability insurance - Liability insurance being obtained → for OpenMRS, Inc. operations but separate for Officers and Board members
 - Need plan to support back office, especially accounting → more info over the next 1-2 weeks
- Need to change fiscal year to 1/1 - 12/31
- Likely future expenses
 - 2013 implementer meeting/ hackathons
 - cloud server space (~20k year 1, maintenance 10-15k)
 - continued legal expenses (~10k year 1)
 - community manager - Downey (covered until April or May, will need 100% after that → \$45-50K for rest of 2013) → employee of OpenMRS, Inc., website and newsletter maintenance, will work towards supporting himself through grants
 - engineering support roles - Mamlin and/or Darius (~\$75-80K) → documentation mostly, also some consultations
 - Darius support by PIH until June
 - Burke's role is evolving and is tough to predict
 - Executive Director support (10-15%) for managing the office, representing OpenMRS

- Discussion
 - Joaquin → should there be support for marketing OpenMRS, representing it to the outside world?
 - Mitchell → at Mozilla, we called that work “engagement” rather than “marketing” → MOH being approached as partners rather than customers
 - Bill → thought that representing OpenMRS would be part of Paul’s role as Executive Director
 - Paul → just got back from India where ThoughtWorks made a \$2-3M commitment.
 - Mitchell - when you reach a certain income number there would be an external audit
 - **TODO:** Mitchell will figure out what this number is

Next Steps

- Paul will have a conversation with Aamir to present the information from this call
- Board officers will be decided through email - thread will be started by Paul
- By end of February → more details on liability insurance, operational plan
- Next time will hold a conference call and provide everyone with local numbers

E

EXHIBIT E

Materials Describing Corporation's Activities

(see attached)

WHO WE ARE

VOLUNTEERS AROUND THE WORLD have come together to form the OpenMRS Community—a group of talented individuals from many different backgrounds including technology, health care, and international development. Together, we're building the world's largest and most flexible health technology platform to support the delivery of health care in some of the most challenging environments on the planet.

OUR MISSION is to improve health care delivery in resource-constrained environments by working together as a global community to create a robust, scalable, user-driven, open source medical record system platform.

WE ENVISION A WORLD WHERE:

- ▶ Models exist to implement health IT in a way that decreases costs, increases capacity, and lessens the disparities between wealthy and resource-poor environments.
- ▶ Open standards enable people to use health IT systems to share information and reduce effort.
- ▶ Concepts and processes can be easily shared to enable health care professionals and patients to work together more effectively.
- ▶ Medical software helps ease the work of health care providers and administrators to provide them with the tools to improve health outcomes all over the world.



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"Globe" symbol on this page is by Proletkult Graphik from thenounproject.com collection.

WHAT WE DO

The OpenMRS community came together to specifically respond to those actively building and managing health systems in the developing world, where AIDS, tuberculosis, and malaria afflict the lives of millions.

OpenMRS is a patient-centric medical record application that records the details of interactions between health care providers and patients.

Information is stored in a way that makes it easy to summarize and analyze, minimizing the use of free text and maximizing the use of coded information.

The software gathers a patient's treatment details into a single patient chart. Having this complete patient history available in one place empowers clinicians to make better decisions about care, while also enabling a deeper analysis of patient health in order to draw more meaningful conclusions on improving outcomes.

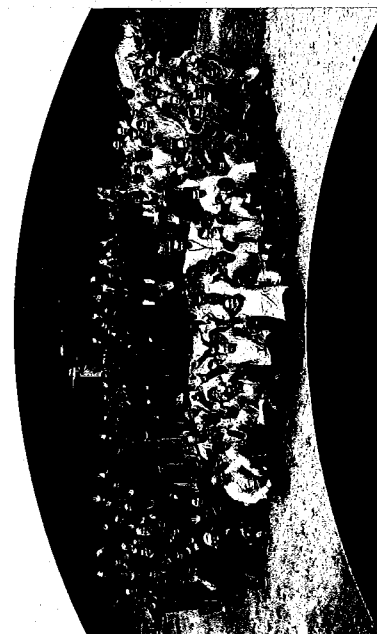
A clinician compares her paper records with OpenMRS in Rwanda.



OUR COMMUNITY

We started out to fix a database system in a single clinic in Kenya, but in the last few years OpenMRS has grown dramatically to be used in thousands of research and clinical settings in every corner of the planet. We're very proud of the innovators using OpenMRS to improve health care worldwide.

We have a large, active community of volunteer developers and implementers and would be glad to have you join us!



OUR TECHNOLOGY

Today, connectivity and accessibility are critical pieces for health information systems. In most countries, this information is still in silos and is not accessible to those who need it—patients, clinicians, researchers, epidemiologists, and planners.

OpenMRS is a Java-based web application capable of running on laptops in small clinics or large servers for nation-wide use. Our platform improves health outcomes by providing a timely, comprehensive, and coordinated foundation for delivery of health care.

OpenMRS add-on modules created by other users allow functionality to be easily added or removed from the system. This modular architecture allows users to customize OpenMRS to local health care needs, and reduces the need for custom programming.

Explore real-world examples of OpenMRS: openmrs.org/demo



HOW TO GET INVOLVED

GET AN OPENMRS ID

Your key to participating in the community

JOIN OUR MAILING LISTS & GROUPS

Learn the latest news about what's happening

VISIT US IN IRC (INTERNET RELAY CHAT)

Chat live with other community volunteers

CONNECT TO US AROUND THE WEB

Facebook, Twitter, YouTube and more

Get involved today: openmrs.org/help

“Our rapidly evolving program in Western Kenya is committed to fully integrated and comprehensive health care services extending from villages to hospitals. Every part of our work utilizes a single shared infrastructure—OpenMRS. It has become an indispensable backbone of every aspect of our future.”

— Joe Mamlin, MD
Field Director, AMPATH