



## OHSUG Membership Application (formerly OCUG)

### Who we are

The Oracle Health Sciences User Group (OHSUG) is an independent organization with the goal to facilitate exchange of information among users of products in Oracle's Health Sciences (OHS) suite — which includes Oracle Clinical, Siebel Clinical, Thesaurus Management System, Remote Data Capture, and Adverse Event Reporting System — and to guide and support Oracle with respect to requirements and directions for the development of the system.

The OHSUG provides a variety of services for members, including annual global meetings, specific focus group meetings, access to the OHSUG website, support for global and focus group related teleconferences, administration, etc.

OHSUG membership is required for participation in OHSUG activities such as the global teleconferences and any focus group related activities.

### Prerequisites for Membership

Criteria for membership, and the types of membership, are defined in the Bylaws. Membership is open to the following companies and their employees on either a company or an individual basis. The membership year is a calendar year Jan- Dec. Membership dues are not refundable if cancelled.

### **MEMBERSHIP APPROVAL IS PENDING VERIFICATION FROM ORACLE CORPORATION.**

- Any company that has purchased, or is in the final stages of contract negotiations with Oracle to purchase, any product in Oracle's Health Sciences suite.
- Vendor companies that have purchased a license for one or more products in Oracle's Health Sciences suite.
- Vendor companies that Oracle has designated as strategic partners for its Health Sciences suite — which includes either a separate signed Confidential Disclosure Agreement or a confidentiality section in their strategic agreement — that covers Oracle's Health Sciences suite.
- Consultants currently performing work for a qualified OHSUG Member Company in good standing only if the OHSUG member company wishes to sponsor the consultant as part of their assignment. Sponsorship requires that the sponsor sign an OHSUG-provided form that places specific requirements on the sponsoring company. (see "Sponsored Consultant" section below)

### Annual membership plans are available:

- Individual Membership:** \$125.00 USD, per person, per calendar year
- 20 Member Company Wide Membership** (includes up to 20 members): \$2,500 USD, per company, per year
- 40 Member Company Wide Membership** (includes up to 40 members): \$5,000 USD, per company, per year
- 60 Member Company Wide Membership** (includes up to 60 members): \$7,500 USD, per company, per year
- Sponsored Consultant,** \$125.00 USD, per person, per calendar year
- Oracle Membership,** Complimentary (please note: you must have an Oracle email address)

Separate applications are required for each type of membership plan purchased.

Example: Total of 23 membership= 1 Company Wide Membership + 3 Individual Membership Forms

For general questions including membership information, contact the OHSUG Management Office at [info@ohsug.org](mailto:info@ohsug.org)



## **The Rules for Membership are as follows**

### **Application**

Companies or individuals wishing to become OHSUG members are required to complete a Membership Application form upon which the office will verify the applicant's eligibility. Companies applying for Group or Company-Wide membership need to supply information for each individual employee planning to join OHSUG.

### **Voting Rights**

All members in good standing shall have the right to vote, as set forth in the OHSUG bylaws.

### **Membership Dues**

Each member must pay the dues, fees, and assessments in amounts to be fixed from time to time by the Executive Committee. Group or Company memberships will cover those employees of the company whose information was submitted to the OHSUG Membership Coordinator. Dues shall be due and payable at the time of admittance as a member to OHSUG; renewable on the first (1st) day of January of every consecutive year thereafter; and deemed past due and delinquent if not remitted to OHSUG by the first (1st) day of March of that year or within one (1) month of admittance. Membership renewals will be granted only upon payment of all outstanding obligations to OHSUG and re-verification of a license for one or more products in Oracle's Health Sciences suite.

### **Good Standing**

Upon the timely payment of required membership dues, and qualification in accordance with these Membership Rules, a member shall become a member in good standing. To be in good standing, there must be no charges in arrears.

### **Membership Benefits**

Upon gaining a Good Standing status, an OHSUG member will be eligible to receive the following benefits:

- Participation in Focus Groups to discuss new ideas and address current issues
- Forums to discuss questions
- Participation in OHSUG Committees
- Oracle Representative Participation
- Professional networking
- Members only account for website and access to references posted on the website
- International participation
- Team oriented discussions focused on the latest OC topics and suggestions
- Discounted fee for conference participation

### **Causes of Termination of Membership**

A membership in OHSUG shall terminate or be revoked by OHSUG on the occurrence of any of the following events:

- Death of the member;
- Failure of a member to pay membership dues within the time periods set forth above;
- Resignation of a member upon reasonable notice to OHSUG;
- Violation by a member of any rule or regulation of OHSUG;
- Termination or discontinuation of the Oracle Health Sciences products;
- Termination of consultant sponsorship.

OHSUG may, from time to time, post additional rules for membership. Such additional rules will be posted in a relevant place on the intranet, and will be clearly identified. Members' continued participation constitutes their agreement to comply with these additional rules.

### **Ownership & Transfer of Membership**

- Individual Memberships are paid by the company, membership is retained by the company.
- Company-Wide Membership is retained by the company.

The company has the right to reassign membership to other individuals within the company by notifying OHSUG. In special circumstances, this policy may be waived with approval from the Executive Committee.



## Membership Application

The membership year is a calendar year Jan- Dec. Membership dues are not refundable if cancelled.

Each individual must complete the full application even if covered under a company-wide membership.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

*Email must be a company-affiliated email address. No email addresses such as xxx@AOL.com; xxx@hotmail.com; xxx@gmail.com; xxx@earthlink.net; xxx@yahoo.com; xxx@SBC.com; xxx@MSN.com; etc ... are allowed.*

### Step 1. Verify you have an Oracle Health Sciences License

\_\_\_\_\_ Check here to verify that an Oracle Health Sciences License has been purchased.

Strategic Agreement with Oracle signed on (date) \_\_\_\_\_

### Step 2. Select a Sector

\_\_\_\_ Pharmaceutical      \_\_\_\_ Biotech      \_\_\_\_ Medical Device      \_\_\_\_ CRO  
\_\_\_\_ Device      \_\_\_\_ Vendor      \_\_\_\_ Academia, Agencies, Other

### Step 3. Select a Membership Plan

- Individual Membership:** \$125.00 USD, per person, per calendar year
- 20 Member Company Wide Membership** (includes up to 20 members): \$2,500 USD, per company, per year
- 40 Member Company Wide Membership** (includes up to 40 members): \$5,000 USD, per company, per year
- 60 Member Company Wide Membership** (includes up to 60 members): \$7,500 USD, per company, per year
- Sponsored Consultant,** \$125.00 USD, per person, per calendar year
- Oracle Membership,** Complimentary (please note: you must have an Oracle email address)

### Step 4. Payment Options

OHSUG Fed Tax ID #91-1894473      Mail or Fax Payment to address / fax below.

\_\_\_ Check or Money Order Enclosed **(Payable to Oracle Health Sciences User Group)**

Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Name of Card Holder: \_\_\_\_\_

The FCC has substantially amended its rules on unsolicited faxes, as well as several other rules under the Telephone Consumer Protection Act of 1991. The amended rules apply on or after January 1, 2005. In order to continue communicating by fax, email and/or U.S. mail, you will need to give us your consent to receive future faxes, email transmissions and/or U.S. mail to the address you have provided in this form. If you have any questions or concerns, please contact us at 908-359-1184 or email info@ohsug.org

**As a member of OHSUG desirous of continuing to be kept abreast of the latest information, I consent to receive communications sent to me via fax or email by or on behalf of OHSUG.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Sponsored Consultant Membership Form

**This Sponsored Consultant Membership Form must be signed by the Sponsoring Company Representative and accompany the OHSUG Membership Application.**

Consultants currently performing work for a qualified OHSUG Member in good standing can be a member of the Oracle Health Sciences User Group only if the OHSUG Member wishes to sponsor the consultant as part of their assignment.

**The Sponsoring OHSUG Member Company must agree to the following requirements of Member Sponsorship and submit signed OHSUG Member Sponsorship Form(s) with the OHSUG Membership Application(s) of Sponsored Member(s).**

- Sponsored Consultant Members must have signed a confidential disclosure agreement with the Sponsoring OHSUG Member Company that includes third party confidential information.
- Sponsored Consultant Members must use the mailing address and email address supplied /approved by the Sponsoring OHSUG Member Company.
- The Sponsoring OHSUG Member Company is responsible for notifying the OHSUG when a Sponsored Consultant Member's assignment has completed and their status as an OHSUG Sponsored Consultant Member should be terminated.

OHSUG's membership term is one calendar year, renewable at the first of each year. If a Sponsored Consultant Member's assignment extends beyond the membership year, a signed Sponsored Consultant Membership Form must be received to renew the Sponsored Consultant Member's membership for the subsequent year.

If a Sponsored Consultant Member's assignment has completed and membership status is terminated before the end of the membership year, there will be no prorating of membership fees. However, another Sponsored Consultant Member can be substituted provided that a signed Sponsored Consultant Membership Form is received for the new Sponsored Consultant Member.

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Sponsored Consultant Name

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Sponsored Consultant Email address supplied /approved by the Sponsoring OHSUG Member Company

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Sponsored Consultant Company Name      Same as OHS licensed company?  YES  NO

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Sponsored Consultant **Company Representative Signature**

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Sponsored Consultant **Company Representative Name (please print)**



## Company Representative Roles and Responsibilities

### Communication

- Serve as the primary contact between OHSUG and the company.
- Represent the company's overall interests.
- Disseminate information from OHS and OHSUG within the company, membership applications & renewals; any new focus groups formed; any news from the Executive Committee (the Executive Committee will provide summaries).
- Contact person on focus group membership (currently done by members). This would include sharing information about focus groups with new members, ensuring the company is represented across focus groups where appropriate.
- Find a replacement (and/or backup) for him/herself if he/she cannot attend or wishes to step away from the role. Follow up with the group Association Manager, Marie Cortsen, [mcortsen@association-partners.com](mailto:mcortsen@association-partners.com) to ensure company representative lists are current and up-to-date. A company may have multiple representatives (possibly for each site), however each company should designate a "primary" company representative for communications.

### Membership

- Maintenance of company membership list and Control of contractor/consultant sponsored membership. Notify the group Association Manager, Marie Cortsen, [mcortsen@association-partners.com](mailto:mcortsen@association-partners.com) for any changes in membership (new, removed).
- Inform the group Association Manager, Marie Cortsen, [mcortsen@association-partners.com](mailto:mcortsen@association-partners.com) when company employees and supported contractors leave the company.
- Verify and coordinate OHSUG membership, member dues (individual or company) and member lists for the company.

### Content

- Coordinate/Collect ideas for improvement of the OHSUG website and pass along to Association Manager, Marie Cortsen, [mcortsen@association-partners.com](mailto:mcortsen@association-partners.com)
- Coordinate prioritization of product enhancement requests to OHSUG for OHS products.
- Coordinate responses for information requests (surveys, questions).
- Collect feedback from members regarding annual meetings and pass to OHSUG Executive Committee.
- Coordinate review of papers presented at OHSUG by company members with focus group chair and company members.

### Antitrust Guidelines for Company Representatives

The antitrust laws are designed to ensure that business is conducted in an open, competitive atmosphere and that competition is not unreasonably restricted. A challenging aspect of the antitrust laws is that they are complex and the general language in which they are written does not always specify the precise conduct that is unlawful. Further, an anti-competitive agreement need not be formal or even express and can be proven by either direct or circumstantial evidence. Thus, if circumstances such as competitors' exchange of pricing, purchasing or similar plans permit the inference of a tacit understanding to "act in concert," a judge or jury could find an intentional violation of the law. Because the courts have sometimes deemed trade and industry associations to be possible "hotbeds of conspiracy," OHSUG is committed to insuring that none of its activities, as carried out by its staff and members, even remotely suggest antitrust misconduct. Therefore, to avoid accusations of violating antitrust laws, whenever you attend an OHSUG event or are engaged in OHSUG-related activities or conversations, your conduct must be consistent with these Guidelines.



### Why You Should Be Concerned

The Sherman Antitrust Act makes illegal actual and attempted monopolization and agreements (or conspiracies) that unreasonably restrain trade or commerce. This statute is enforced both by the government and by private parties. Criminal violations of the Sherman Act are felonies punishable by fines (up to \$11 million per violation for corporations and \$350,000 per violation for individuals) and, in the case of individuals, imprisonment. In addition to government enforcement, those injured by anticompetitive conduct may sue to recover treble damages and all their attorneys' fees. The Federal Trade Commission Act, which is enforced by the Federal Trade Commission and state attorneys general, makes unlawful unfair or deceptive acts or practices, as well as unfair methods of competition, even if engaged in by only one person or entity; violations of the FTC Act result in a consent order with the government, the violation of which is punishable by severe fines.

Because bringing antitrust lawsuits is encouraged, accused individuals, associations and corporations, whether innocent or guilty, can easily be exposed to the aggravation, inconvenience, and costs of defense of such a suit. Your ultimate task, as a member of OHSUG, is both to comply with the antitrust laws and to act in such a manner that you avoid even an appearance of improper conduct. Accordingly, there is a need for all members of OHSUG to ensure their own compliance with these Guidelines and to suggest to others, who might inadvertently stray, that being vigilant benefits us all.

### What Is Prohibited

Prohibited by the antitrust laws are agreements to:

- Fix prices or price levels or even components of price.
- Boycott or jointly refuse to deal with particular suppliers, or to deal with them only on certain terms.
- Regulate the availability of products or services.
- Divide or allocate markets, customers or classes of customers.
- Promulgate industry standards which either are an indirect means of price-fixing or restricting innovation or which inappropriately exclude the products or services of one or more participants in the industry.
- Arrive at any understanding, express or implied, regarding anti-competitive concerted action.

### What You Should Avoid

At meetings of OHSUG and even in conversations occurring in connection with OHSUG business, whether or not at an OHSUG meeting:

- Do not agree - or engage in any form of conduct or conversation from which it may be argued that you agreed - to fix any element of "price" or terms of transactions. Agreements to stabilize or even to lower prices can be deemed anti-competitive. Even a discussion, without a formal or informal agreement, can become part of an unlawful conspiracy if it is followed by uniform action.
- Do not share information concerning your prices, including price components and costs, pricing strategies or profit margins.
- Do not agree to treat a particular individual or group in one set manner, to stop purchasing from certain suppliers, or to transact with them only on specified terms.
- Do not make announcements concerning what your company may or may not do concerning particular transactions or concerning pricing or other terms for certain individuals, groups or classes of customers.
- Do not disclose confidential, proprietary, or competitive information or your company's corporate strategies.

### What You Can Do

- You may discuss common problems and challenges of a general, administrative, or logistical nature, as long as a purpose or effect is not to encourage uniform action which may eliminate or restrict competition with respect to future transactions. It is permissible to discuss deteriorating or problematic areas, provided that the discussion does not form the basis for subsequent unlawful conduct. These discussions are safest if monitored by OHSUG's professional staff or legal counsel.
- Information provided to others should be limited to non-confidential data or other records that are believed factual and accurate.
- Standards-development activities are appropriate, provided that they are not a means of achieving an otherwise anti-competitive result.
- You may communicate as necessary to form an OHSUG position to be communicated to the government, i.e., a federal, state or local executive, legislature or agency, but do not discuss "standing up" to groups of competitors or constituencies, or to anyone except the government.



### How You Can Avoid Even the Appearance of Impropriety

Because the potential for conduct violating the antitrust laws is often greatest at association meetings, those responsible for such meetings must comply with the following procedures:

- Prepare a written agenda that specifies the subjects to be addressed at the meeting. Should you anticipate that antitrust-sensitive issues may arise, discuss those matters in advance either with OHSUG's professional staff or its legal counsel.
- Limit discussion at the meeting to the items on the written agenda. Be prepared to monitor and, if necessary, redirect the group away from inappropriate discussions. Halt discussions which you feel are contrary to these Guidelines.
- Take minutes that accurately reflect the actions taken at the meeting. Minutes should record action, not discussion. If antitrust-sensitive topics were addressed at the meeting, have the draft minutes reviewed by OHSUG's legal counsel in advance of their distribution.
- Because denial of membership in OHSUG may itself have antitrust consequences, seek advice from OHSUG's professional staff or its legal counsel if you wish to consider issues of membership eligibility, exclusion or suspension.