

## **Statement of Understanding (SOU)**

Defining the relationship between:

Health Level Seven International (HL7)  
455 E. Eisenhower Parkway  
Suite 300 #025  
Ann Arbor, MI 48108

Hereinafter identified as HL7

AND

Workgroup for Electronic Data Interchange (WEDI)  
4401-A Connecticut Avenue, NW, Suite 205  
Washington, DC 20008

Hereinafter identified as the Associate

This SOU shall have an effective date of: March 21, 2024

### **Statement of Purpose**

Health Level Seven® International (HL7) is an ANSI-accredited, not-for-profit standards developing organization with the mission of empowering global health interoperability. With affiliates in over 30 countries, HL7's global membership envisions a world in which everyone can securely access and use the right data when and where they need it. Widely implemented by vendor and health care systems, and required by governing bodies around the world, HL7 standards deliver solutions for health information technology, including HL7® Fast health care Interoperability Resources (FHIR®), Version 2 (V2) and Clinical Document Architecture (CDA®).

WEDI's mission is to provide multi-stakeholder leadership and guidance to the healthcare industry on how to use and leverage the industry's collective technology, knowledge, expertise and information resources to improve the administrative efficiency, quality and cost effectiveness of healthcare information.

Recognizing that complementary efforts are underway to create and extend comprehensive standards in the healthcare community, HL7 enters into relationships to further these goals. This SOU defines the rights and obligations inherent in such relationships and shall be the sole governing document regarding the relationship between HL7 and the Associate. Associates are independent, non-profit entities whose mission is to advance, nationally or internationally, the acceptance and usage of standards within healthcare. Such entities include, but are not limited to, other Standards Development Organizations (SDO), industry associations or consortiums, and other groups that share the vision of improved healthcare through standards.

### **1.0 Introduction**

1.1 An entity is eligible to be recognized as an Associate, at the discretion of the HL7 Board of Directors, based upon the entity's petition to establish a relationship with HL7.

1.2 WEDI may establish meeting schedules similar to HL7, and in addition may establish meetings with other Associates when convenient. The Associate is also encouraged to work with other standards organizations toward harmonization.

1.3 Official joint meetings between WEDI and HL7 may be scheduled where such meetings serve a common purpose and are convenient to the HL7 meeting agenda.

1.4 The parties to this SOU shall appoint a liaison to represent each to the other. It is expected, although not required, that the liaison hold joint membership in HL7 and WEDI.

1.5 Such projects as might be jointly undertaken by HL7 and WEDI will be clearly defined and delineated by a joint project proposal which must include a succinct description of the proposed project, an estimate of time required, and resources expected to be committed by each party.

## **2.0 Rights Granted**

2.1 HL7 shall provide one complimentary registration to each of its three Working Group Meetings annually to the WEDI Liaison or his/her designee. Likewise, WEDI shall provide one free complimentary registration to each of its meetings to the HL7 Liaison or his/her designee.

2.2 The HL7 Working Group Meeting (WGM) or the equivalent WEDI assemblage may be convened and conducted as a joint meeting of the two organizations.

2.3 Such joint meetings, when conducted, shall at all times adhere to the rules of the host organization. When voting within the joint meeting context to propose changes to the standard, or to conduct other business specific to either HL7 or WEDI, the relevant procedures of the respective organization shall be enforced.

2.4 Members of WEDI, while encouraged to participate in HL7 Work Groups, may not seek leadership positions within HL7 unless they also hold HL7 membership.

2.5 Participation in HL7 through WEDI does not convey free access to or the right to distribute any HL7 intellectual property.

2.6 HL7 and WEDI support and encourage the harmonization of any information model(s) with relevant HL7 standards.

## **3.0 Fees and Payments**

3.3 No monies shall be exchanged between HL7 and WEDI as a result of this SOU.

## **4.0 Obligations**

4.1 HL7 and WEDI expressly agree that:

- a. ownership rights to HL7 trademarks or standards or WEDI trademarks or standards are neither extended nor transferred; and
- b. there shall be no exchange of mailing lists or general membership information; and

- c. they will comply with all provisions of this SOU.

## **5.0 Joint Work Product Copyright**

- 5.1 Joint work documents and other productions are intellectual property of, and held under joint copyright of, HL7 and WEDI.
- 5.2 Both HL7 and WEDI reserve the right to publish the jointly developed work for the benefit of their members. All publications of the joint work product, or parts thereof, shall include the joint copyright statement and any and all logos or identifying graphics as agreed in the initial issuance.
- 5.3 Members of either HL7 or WEDI may copy and use the work or any part thereof in connection with the business purposes of the member. Members of either HL7 or WEDI may not reproduce or redistribute the joint work products except as permitted in the respective membership agreement
- 5.4 Sale of joint work products to nonmembers, either individuals or organizations, are generally not permitted, unless HL7 and WEDI agree beforehand and establish a price, revenue sharing agreement, and terms where sale is permitted.

## **6.0 Warranties**

- 6.1 HL7 and WEDI make no express or implied warranties other than those that may be contained in or appended to this SOU.

## **7.0 Termination**

- 7.1 Either HL7 or WEDI may terminate this SOU upon 30 days written notice.
- 7.2 In the event of such termination, all registrations for HL7 or WEDI sponsored events recorded prior to the termination date shall be honored.

## **8.0 Term**

- 8.1 This SOU shall have a two-year term, renewable upon expiry by written agreement for subsequent two-year terms.

## **9.0 Miscellaneous**

- 9.1 This SOU constitutes the entire agreement and complete understanding of the relationship between HL7 and WEDI.
- 9.2 HL7 or WEDI may propose alterations to this SOU in writing upon appropriate action of their respective governing body. The receiving party shall be afforded sixty (60) days to adopt any proposal for change and/or amendment to this SOU and shall acknowledge such acceptance in writing to the submitting party. In the event such proposals are deemed unacceptable and cannot be resolved through negotiation, either party may execute the Termination provisions afforded above.

Authorized Signatures:

For HL7 INTERNATIONAL	For WORKGROUP FOR ELECTRONIC INTERCHANGE
<div>Signed: <div>DocuSigned by: <i>Charles Jaffe, MD</i> F3909AF239CA4E0...</div></div>	<div>Signed: <div>DocuSigned by: <i>Charles Stellar</i> C1D53DEFC1224F0...</div></div>
Charles Jaffe, MD PhD Chief Executive Officer	Charles Stellar President/Chief Executive Officer