Statement of Understanding (SOU)

Defining the relationship between:

Health Level Seven International ("HL7") 3300 Washtenaw Avenue, Suite 227 Ann Arbor, Michigan 48104-4261

Hereinafter identified as HL7

AND

Object Management Group, Inc ("OMG")
9C Medway Rd, PMB 274, Milford, MA 01757
Hereinafter identified as the Associate

This SOU shall have an effective date of: April 12, 2022

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®).

The Object Management Group (OMG) is an open membership, not-for-profit consortium that produces and maintains computer industry specifications for interoperable enterprise applications. OMG's membership includes virtually every large company in the computer industry, and hundreds of smaller ones. OMG develops, maintains and promulgates specifications for interoperability and portability for both horizontal, industry-wide systems (including standards such as the Unified Modeling Language and the Model Driven Architecture set of specifications), as well as standards for use in vertical application domains (from Healthcare to Finance, Telecommunications to Transportation, Embedded Systems to Systems Engineering). As such, interactions with other standards-development organizations such as HL7 are critical, and this agreement therefore defines the relationship between OMG and HL7.

Recognizing that complementary efforts are underway to create and extend comprehensive standards in the healthcare community, HL7 enters into formal 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.

Both parties agree to collaboration including, but not limited to, the HSSP suite of 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 The Associate 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 OMG 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 OMG.
- 1.5 Such projects as might be jointly undertaken by HL7 and the OMG 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 and OMG agree to provide one another, without charge, reciprocal organizational memberships. HL7 agrees to provide a Government Agency/Association organizational membership, which grants one voting member to the OMG Liaison, who may then vote on all HL7 specifications and in all elections. OMG, will, in turn, provide a Domain membership to HL7, which allows the HL7 Liaison to vote on all HSSP specifications at OMG.

Additionally, HL7 will provide one free registration to each of its three Working Group Meetings annually to the OMG Liaison or designated OMG representative. Likewise, OMG will provide one free registration to each of its four meetings annually to the HL7 Liaison or designated HL7 representative.

- 2.2 The HL7 Working Group Meeting (WGM) or the equivalent Associate 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 the Associate, the relevant procedures of the respective organization shall be enforced.
- 2.4 If the Associate is a member-based organization, then
- 2.4.1 Members of OMG, while encouraged to participate in HL7 Work Groups, may not seek leadership positions within HL7 unless they also hold HL7 membership.
- 2.2 Participation in HL7 through OMG does not convey free access to or the right to distribute any HL7 intellectual property.
- 2.3 HL7 and OMG support and encourage the harmonization of any information model(s) with the relevant HL7 standards.

3.0 Fees and Payments

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

4.0 Obligations

4.1 HL7 and OMG expressly agree that:

- a. ownership rights to HL7 trademarks or standards or Associate 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 Warranties

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

6.0 Termination

- 6.1 Either HL7 or OMG may terminate this SOU upon 30 days written notice.
- 6.2 [KVH1].

7.0 Term

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

8.0 Miscellaneous

- 8.1 This SOU constitutes the entire agreement and complete understanding of the relationship between HL7 and OMG.
- 8.2 HL7 or OMG 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.

For

HL7 INTERNATIONAL

For **OBJECT MANAGEMENT GROUP**

Signed:

Charles Jaffe, MD PhD Chief Executive Officer Signed:

William R Hoffman 7/9/22

President/CEO