

Statement of Understanding (SOU)

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

Hereinafter identified as HL7

AND

The Sequoia Project, Inc.
8300 Boone Boulevard, Suite 500
Vienna, VA 22182

Hereinafter identified as Sequoia

Each a "Party" and collectively, the "Parties"

This SOU shall have an effective date of: November 1, 2023

Statement of Purpose

HL7's mission is to empower global health data interoperability by developing standards and enabling their adoption and implementation. It provides a forum for the effective and efficient communication between the constituents of the healthcare community as represented by its membership: an international community of healthcare organizations, vendors and developers of healthcare information systems, consultants and systems integrators, and related public and private healthcare service agencies.

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 Sequoia as 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.

Sequoia is a 501(c)(3) non-profit, chartered to advance implementation of secure, interoperable nationwide health information exchange. The organization focuses on solving real-world health IT interoperability challenges by bringing together stakeholders from government and the private sector to address the opportunities and challenges inherent in improving electronic health data sharing in the United States. Sequoia also supports multiple initiatives such as Interoperability Matters and also serves as the Office of the National Coordinator (ONC) Trusted Exchange Framework and Common Agreement (TEFCA) Recognized Coordinating Entity (RCE).

Sequoia has assembled, through these initiatives, and its engagement with government and private sector, experts who can identify the barriers to interoperability and pioneer processes to make health information exchange work on a national level. Sequoia is a neutral body, inclusive of diverse stakeholders, which allows the creation of practical solutions to interoperability challenges. As a nonprofit operating in the public interest, Sequoia's governance process insures transparent oversight of this work.

HL7 International and The Sequoia Project are entering into this SOU to explore collaboration in areas of mutual interest such as standards adoption, alignment between HL7 Accelerator projects with Sequoia initiatives, providing a feedback loop to HL7 based on lessons learned from supporting production-level exchange initiatives, education, and testing.

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 Sequoia may establish meeting schedules similar to HL7, and in addition may establish meetings with other Associates where meeting schedules are similar to HL7, when convenient. As a byproduct of Sequoia's role, HL7 understands that Sequoia will work with other standards development organizations and interoperability initiatives.

1.3 Joint meetings between The Sequoia Project and HL7 may be scheduled where such meetings serve a common purpose and are convenient to the HL7 and the Sequoia meeting agenda.

1.5 Projects which are jointly undertaken by HL7 and Sequoia will be clearly defined and delineated by a joint project proposal which, if approved by both parties, will be included as an appendix to this SOU and must include a succinct description of the proposed project, an estimate of time required and resources expected to be committed by each party. For the avoidance of doubt, any work or projects contemplated or undertaken by Sequoia in its capacity as the RCE is outside of the scope of this SOU.

1.6 Subject to the terms of this SOU, specific collaboration efforts are forth in Appendix A, attached hereto and incorporated herein.

3.0 Fees and Payments

3.1 There is no financial arrangement and no monies shall be exchanged between HL7 and Sequoia as a result of this SOU or any appendices.

4.0 Obligations

4.1 HL7 and The Sequoia Project expressly agree:

- a. That ownership rights to HL7 trademarks or standards or Sequoia trademarks or standards are neither extended nor transferred,
- b. That there shall be no exchange of mailing lists or general membership information,
- c. Members of The Sequoia Project, while encouraged to participate in HL7 Work Groups, may not seek leadership positions within HL7 unless they also hold HL7 membership. In turn, HL7 members, while encouraged to participate in The Sequoia Project Work Groups, may not seek leadership positions within The Sequoia Project Work Groups unless they also hold Sequoia membership.
- d. That they will comply with all provisions of this SOU; and
- e. That they each shall appoint a liaison for interactions between the parties for the purpose of harmonized standards development and adoption. It is expected, although not required, that each liaison hold joint membership in HL7 and Sequoia.

5.0 Confidential Information

5.1 HL7 and Sequoia agree to maintain the confidentiality of all non-public materials and information provided by one party to the other as confidential, including but not limited to, Sequoia's, HL7's, and their respective members' proprietary, business, employment, scientific or technical information, trade secret, design, process, procedure, intellectual property information, and any other non-public materials or information which may be disclosed or communicated as part of or in relation to SOU ("Confidential Information").

5.2 Either party will only use the other party's Confidential Information in connection with this SOU and may disclose such Confidential Information only to its employees, subcontractors, and agents who require such knowledge and use in the ordinary course and scope of their employment or engagement and are obligated to protect the confidentiality of the Confidential Information. Notwithstanding the foregoing, Confidential Information does not include any information that: (i) is or becomes known publicly through no fault of either party; or (ii) is learned by either party from a third party that the party reasonably believes is entitled to disclose it without restriction; or (iii) is already rightfully known to one party before receipt from the other party, as shown by the other party's written records; or (iv) is independently developed by either party without the use of or reference to Confidential Information, as shown by the that party's written records, and was not subject to confidentiality restrictions prior to receipt of such information from the other party.

5.3 All Confidential Information of a party shall remain the exclusive property of such party, and no right, title or interest in or to any of the Confidential Information or any material developed therefrom is transferred to the recipient party hereby or by its delivery to the recipient party hereunder. These respective and mutual obligations with respect to Confidential Information shall survive the termination of this SOU for a period of ten (10) years.

5.4 In addition, Sequoia must abide by its confidentiality obligations under the Trusted Exchange Framework and Common Agreement ("TEFCA" or "Common Agreement") – Recognized Coordinating Entity ("RCE") Contract (hereafter "RCE Contract") and will not use or disclose information related to the RCE Contract and work performed in its role as the RCE which is not public or has not been deemed to be public by ONC. For the avoidance of doubt, the RCE Contract governs the Sequoia Project's work and role as the TEFCA RCE and is outside the scope of this SOU.

6.0 Warranties, Disclaimer, and Limitation of Liability

6.1 HL7 and Sequoia make no express or implied warranties related to their participation in this SOU.

6.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF

LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

7.0 Termination

7.1 Either HL7 or Sequoia has the right to terminate this SOU or any Appendix upon 60 days' written notice to the other.

7.2 In the event of such termination all registrations for HL7 or Sequoia sponsored events recorded prior to the termination date shall be honored.

7.3 Upon termination of this SOU, each Party shall return or destroy all copies of any materials and all of the other Party's Confidential Information in its possession, regardless of format, and, upon request, shall provide the other Party with written evidence of such destruction.

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 Entire Agreement. This SOU, including any appendices constitutes the entire agreement and complete understanding of the relationship between HL7 and Sequoia and supersedes all prior agreements and understandings, whether or written, with respect to the subject matter hereof.

9.2 Amendment. The SOU can only be amended in a writing signed by both Parties. Either Party may propose alterations to this SOU in writing. 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.

9.3 Publicity. Each Party agrees that it will not use the other's name in any advertising, promotional materials, or publicity, without the prior approval of the other Party. Neither Party will use any trade name, trademark, trade device, service mark or symbol owned by the other Party without first obtaining the prior written approval of such use from such other Party. Any use of trademark, trade name, trade device, service mark or the like, by a Party, shall be in accordance with the brand guidelines of the other Party. This section shall not prevent either party from making disclosures required by law.

9.4 Governing Law. This SOU shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Virginia.

9.5 Independent Contractors. The Parties are and shall remain separate and independent entities. Neither Party shall be construed to be the agent, partner, co-venturer, employee, or representative of the other Party.

Authorized Signatures:

For
HL7 INTERNATIONAL

Signed: 774364D238DF4B7...

Charles Jaffe, MD PhD
Chief Executive Officer

For
THE SEQUOIA PROJECT

Signed: DFD0099315B0433...

Mariann Yeager, MBA
Chief Executive Officer

Appendix I

As part of the SOU, HL7 and The Sequoia Project's CEOs and executive technical staff agree to meet quarterly to discuss and collaborate on the following:

- Issues related to the HL7 FHIR Standard
- Shared policy topics, if applicable
- Educational opportunities
- Engagement at the project level
- Other opportunities as appropriate

In addition, HL7 agrees to provide The Sequoia Project CEO, or their named alternate, a seat on the HL7 Advisory Committee as well as one (1) registration for each of the HL7 Working Group meetings annually. Likewise, The Sequoia Project agrees to provide the HL7 CEO or their named alternate, a liaison seat on The Sequoia Project Interoperability Matters Leadership Council as well as one (1) registration for Sequoia's Annual Meeting.