

Statement of Understanding

This statement of understanding ("SOU") describes a cooperative relationship between:

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

Hereinafter identified as "HL7"

AND

GS1 AISBL
326 Avenue Louise, bte 10
B-1050 Brussels
Belgium

Hereinafter identified as the "Associate."

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

Statement of Purpose

Health Level Seven® International, Inc. ("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®).

GS1 is an international not-for-profit association dedicated to the design and implementation of global standards and solutions to improve the efficiency and visibility of supply and demand chains globally and across sectors. GS1 standards are the most widely used supply chain standards in the world. GS1 is comprised of member organizations in 116 countries, and over 50 years' experience in global standards. GS1 offers a range of products, services and solutions to fundamentally improve efficiency and visibility of supply and demand chains. GS1 operates in multiple sectors and industries.

The purpose of this SOU is (a) to enable HL7 and Associate to engage in mutually beneficial communications and participation in various organisational meetings of value to both parties, (b) to acknowledge and protect the separate interests of each party, and (c) to support and explore the potential harmonization of various standards within the healthcare field (the "Purpose").

1.0 Introduction

- 1.1 An entity is eligible to be recognized as an Associate of Health Level Seven International at the discretion of the HL7 Board of Directors based upon the entity's submission of this SOU to establish a relationship with HL7.
- 1.2 The Associate may arrange for meetings with other Associates for purposes consistent with the Purpose when convenient for the parties involved. The Associate is also encouraged to work with other standards organizations toward harmonization of standards in the healthcare field consistent with the Purpose.
- 1.3 Meetings between the Associate and HL7 may be scheduled where such meetings serve a common purpose and are convenient to both parties.
- 1.4 The parties to this SOU shall each appoint a liaison to represent each to the other. The liaison may be an employee of its respective party, or may be an employee of an entity that is a member of the corresponding party. Where it is practical or feasible, it is desired, although not required, that each liaison hold joint membership in HL7 and the Associate.
- 1.5 In the event that HL7 and the Associate wish to undertake a joint project, such project will be clearly defined and delineated by a written joint project proposal signed by both parties and which must include a clear and concise 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 periodically holds working group meetings to discuss, review or develop HL7 standards, and it is anticipated that the Associate conducts similar standards development meetings within its organization. If both parties mutually agree, either HL7 or Associate (the "Host") may invite the other party's (the "Invitee") working group to join the Host's standards development working group to discuss matters consistent with the Purpose stated herein (each such meeting a "Joint Work Group Meeting").
- 2.2 Such Joint Work Group Meetings, when conducted, shall at all times adhere to the rules of the Host organization. When voting within a Joint Work Group Meeting context to propose changes to either party's standard, or to conduct other business specific to either HL7 or the Associate, the relevant procedures of the Host organization shall be followed and enforced.
- 2.3 HL7 will provide one free registration to each of its three annual Working Group Meetings to the Associate's liaison or designated Associate representative. Likewise, GS1 will provide one free registration to its annual GS1 Healthcare Conference to the HL7 liaison or designated HL7 representative.
- 2.4 Associate's members, associates, liaisons or representatives, if any, may not seek leadership positions within HL7 unless they also hold HL7 membership. Likewise, HL7 members, associates, liaisons or representatives, if any, may not seek leadership positions within Associate's organization unless they are also members of Associate.

- 2.5 The Associate's status as an associate of HL7 does not convey free access to or the right to distribute any HL7 intellectual property. Likewise, participation by HL7 or by its liaison, members or representatives in Associate meetings or other Associate functions does not convey free access to or the right to distribute any GS1 intellectual property.

3.0 Fees and Payments

- 3.1 If the Associate is a member-based organization, then members of the Associate are encouraged to attend any HL7 sponsored events. Registration and payment of fees shall be the responsibility of the individual attendees.
- 3.2 HL7 members are similarly encouraged to register for and attend Associate-sponsored events to which such HL7 members are eligible to attend. Registration and payment of fees shall be the responsibility of the individual attendees.
- 3.3 No monies shall be exchanged between HL7 and the Associate as a result of this SOU.

4.0 Obligations

- 4.1 HL7 and the Associate 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

- 5.1 HL7 and the Associate 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 the Associate may terminate this SOU upon thirty (30) days' written notice to the other party.
- 6.2 In the event of such termination, all registrations for HL7 or Associate sponsored events recorded prior to the termination date shall be honored.



7.0 Term

- 7.1 This SOU shall be effective for two (2) years starting on the Effective Date, and shall be renewable on or before expiry of any initial term or subsequent renewal term for a renewal term of two (2) years upon written and signed agreement of the parties.

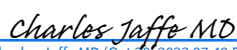
8.0 Miscellaneous

- 8.1 This SOU constitutes the entire agreement and complete understanding of the relationship between HL7 and the Associate regarding the subject matter described herein.
- 8.2 Authorized senior management of HL7 or the Associate may propose amendments to this SOU in writing. The receiving party shall be afforded sixty (60) days to review any such amendment proposal and shall acknowledge acceptance, if any, in writing to the submitting party. In the event that the receiving party does not accept the proposed amendment, and the parties cannot resolve the matter through negotiation, either party may execute the termination provisions provided above (sec. 6, Termination).

Authorized Signatures:

Health Level Seven International, Inc.		GS1 AISBL	
Name	Charles Jaffe, MD PhD	Name	Renaud de Barbuat
Title	Chief Executive Officer	Title	President and CEO
Date	Oct 30, 2023	Date	Nov 16, 2023
Signature  Charles Jaffe MD (Oct 30, 2023 07:49 PDT)		Signature  Renaud de Barbuat (Nov 16, 2023 16:38 GMT+9)	

Signature: 
Renaud de Barbuat (Nov 16, 2023 16:38 GMT+9)
Email: renaud.de.barbuat@gs1.org
Title: President & CEO
Company: GS1

Signature: 
Charles Jaffe MD (Oct 30, 2023 07:49 PDT)
Email: cjafe@hl7.org
Title: CEO
Company: Health Level 7 International