

Statement of Understanding (SOU)

Defining the relationship between:

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

Hereinafter identified as HL7

AND

Open Concept Lab, LLC
56 Willow Street Unit 2
West Roxbury, MA 02132

Hereinafter identified as OCL

This SOU shall have an effective date of: December 5, 2023

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 Healthcare Interoperability Resources (FHIR®), Version 2 (V2) and Clinical Document Architecture (CDA®).

OCL LLC is an organization dedicated to the mission of providing a platform and encoding best practices that support the deployment and implementation of health terminology. OCL provides support for coordinating and enabling collaboration among community members and organizations committed to working together to solve the real problems faced by healthcare providers, country stakeholders, and OCL implementers. OCL LLC is the legal owner of the OCL codebase, trademarks, and the openconceptlab.org domain name.

Both HL7 and OCL share a vision for how widespread use of open standards can enable people to use health IT systems to share information and reduce effort. Both organizations are committed to collaboration and recognize it as the fuel for collective progress.

1.0 Collaboration Guidelines

- 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 OCL may establish meeting schedules similar to HL7, and in addition may establish meetings with other Associates when convenient. OCL is also encouraged to work with other standards organizations toward harmonization.
- 1.3 Official joint meetings between OCL 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 each appoint a liaison for interactions between the parties for the purpose of harmonized standards development. It is expected, although not required, that each liaison hold joint membership in HL7 and equivalent OCL governance structures.
- 1.5 Such projects as might be jointly undertaken by HL7 and the OCL will be clearly defined and delineated by a joint project proposal which, if approved by both parties, 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 Project objectives and agreements

- 2.1 In pursuit of the common goal to advance health IT based on open standards, OCL may choose to employ HL7 specifications, including those based on HL7 Fast Healthcare Interoperability Resources (FHIR®). HL7 welcomes feedback on its specifications from the global OCL development and implementation community.
- 2.2 In pursuit of the common goal to have standards-based, open source reference software available for testing, development, education, and advancement of interoperability standards, HL7 may choose to deploy OCL software within its implementer-focused ecosystem. OCL welcomes feedback from the global HL7 development and implementation community.
- 2.3 HL7 and OCL support and encourage the harmonization of any health information model(s) with relevant HL7 standards.

3.0 Rights Granted

- 3.1 The HL7 Working Group Meeting (WGM) or the equivalent OCL assemblage may be convened and conducted as a joint meeting of the two organizations.
- 3.2 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 OCL, the relevant procedures of the respective organization shall be enforced.
- 3.3 If OCL is a member-based organizations, then

3.3.1 Members of OCL, 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 OCL's Work Groups, may not seek leadership positions within OCL's Work Groups unless they also hold OCL membership.

4.0 Fees and Payments

4.1 No monies shall be exchanged between HL7 and OCL as a result of this SOU.

5.0 Obligations

5.1 HL7 and OCL expressly agree:

5.1.1 That ownership rights to HL7 trademarks or standards or OCL trademarks or standards are neither extended nor transferred; and

5.1.2 That there shall be no exchange of mailing lists or general membership information; and

5.1.3 That they will comply with all provisions of this SOU.

6.0 Joint Work Product Copyright

6.1 Joint work documents and other productions are intellectual property of, and held under joint copyright of, HL7 and OCL.

6.2 Both HL7 and OCL 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.

6.3 Members of either HL7 or OCL may copy and use the work or any part thereof in connection with the business purposes of the member. Members of either HL7 or OCL may not reproduce or redistribute the joint work products except as permitted in the respective membership agreement.

6.4 Sale of joint work products to nonmembers, either individuals or organizations, are generally not permitted, unless HL7 and OCL agree beforehand and establish a price, revenue sharing agreement, and terms where sale is permitted.

7.0 Warranties

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

8.0 Termination

8.1 Either HL7 or OCL may terminate this SOU upon 30 days written notice.

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

9.0 Term

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

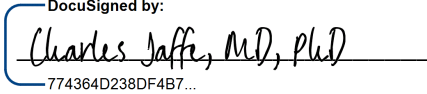
10.0 Miscellaneous

10.1 This SOU constitutes the entire agreement and complete understanding of the relationship between HL7 and OCL.

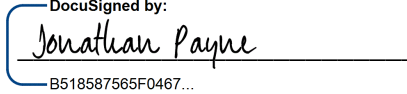
10.2 HL7 or OCL may propose alterations to this SOU in writing upon appropriate action of their respective governing body. The receiving party shall be afforded sixty (60) days to adopt any proposal for change and/or amendment to this SOU and shall acknowledge such acceptance in writing to the submitting 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

Signed: 
774364D238DF4B7...
Charles Jaffe, MD PhD
Chief Executive Officer

For
OCL

Signed: 
B518587565F0467...
Jonathan Payne
Director

APPENDIX

A non-exhaustive list of collaboration opportunities to be explored is provided below:

1. Advancing the OCL FHIR Core to the capability and maturity that it could function within the HL7 FHIR development ecosystem.
2. Effectively importing and deploying HL7 terminology assets in the OCL ecosystem for terminology authoring and use.
3. Advancing the OCL terminology editing UI and workflow to support creation of FHIR terminology artifacts (e.g. ValueSets, ConceptMaps, NamingSystem).
4. Development and distribution of terminology content in support of WHO Smart Guidelines FHIR Implementation Guides
5. Joint educational forum or programming at one or more of HL7's Working Group Meetings or via other venues and opportunities.
6. Co-marketing efforts as mutually agreed upon.
7. Other globally-relevant projects that advance the use and implementation of HL7's FHIR standard, in particular the terminology services components.
8. When relevant, HL7 and OCL will review policy priorities to leverage collaboration potential through unified messaging and voice.