

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

Standards Committee on Dental Informatics (“SCDI”) of the
American Dental Association (“ADA”)
211 E. Chicago Avenue
Chicago, IL 60611

Hereinafter identified as the “Associate”

This SOU shall have an effective date of: June 15, 2021

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®).

The ADA is the professional association of dentists committed to the public’s oral health, ethics, science and professional advancement; leading a unified profession through initiatives in advocacy, education, research and the development of standards. The ADA is a non-profit, voluntary, organization accredited by the American National Standards Institute as a standards developing organization (SDO). The SCDI is the standards committee of the ADA that creates standards for dental informatics. The ADA Standards Committee on Dental Informatics promotes interoperability for the benefit of patients and the profession through the development of dental informatics standards that focus on acquisition, organization, storage, seamless exchange, privacy, security, and utilization of health informatics.

ADA and HL7 agree as follows:

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 At the ADA's sole and absolute discretion, the ADA through SCDI may establish meeting schedules similar to HL7, and in addition may establish meetings with other Associates when convenient. ADA's SCDI is also encouraged to work with other standards organizations toward harmonization.

1.3 Official joint meetings between the ADA's SCDI and HL7 may be scheduled where both ADA's SCDI and HL7 agree that such meeting serves a common purpose and is 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 the ADA. Each party may terminate the liaison's role with respect to their respective organization, and reappoint a new liaison by providing written notice to the other party.

1.5 Such projects as might be jointly undertaken by HL7 and the ADA's SCDI 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 The HL7 Working Group Meeting (WGM) or the equivalent Associate (SCDI) assemblage may be convened and conducted as a joint meeting of the two organizations with both parties' consent.

2.2 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 the ADA's SCDI, the relevant procedures of the respective organization shall be enforced.

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

2.4 Participation in HL7 through the ADA's SCDI does not convey free access to or the right to distribute any HL7 intellectual property.

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

2.6 With regard to any standards developed by SCDI pursuant to its HL7 members, SCDI reserves the right to use such standards for purposes of developing testing, evaluation, certification, or implementation criteria to test dental electronic records, whether or not for revenue of commercial gain, and whether in connection with private or governmental ventures. In return, SCDI agrees to make available to HL7 the name of the organization, contact information and product name for systems certified as being HL7 compliant to assist HL7 in enforcing its copyright.

3.0 Fees and Payments

3.1 Members of the ADA are encouraged to attend any HL7 sponsored events. Registration

shall occur through the HL7 website. Fees shall be the responsibility of the individual.

3.2 HL7 members may, in turn, register for any ADA standards sponsored event through the ADA. Fees for HL7 members' attendance at ADA-standards sponsored events shall be the responsibility of the individual.

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

4.0 Certain Rights and Obligations

4.1 Ownership rights to HL7 trademarks or standards or ADA trademarks or standards are neither extended nor transferred; and

4.2 there shall be no exchange of mailing lists or general membership information; |

5.0 Joint Work Product Copyright

5.1 Joint work documents and other productions produced under this agreement are intellectual property of, and held under joint copyright of, HL7 and ADA.

5.2 Both HL7 and ADA 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 ADA may copy and use the joint work or any part thereof in connection with the business purposes of the member. Members of either HL7 or ADA may not reproduce or redistribute the joint work products except as permitted herein.

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

6.0 Warranties

6.1 HL7 and the ADA make no express or implied warranties other than those, if any, that may be contained in or appended to this SOU.

7.0 Termination

7.1 Either HL7 or the ADA may terminate this SOU upon 30 days written notice.

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

8.0 Term

8.1 This SOU shall have a two-year term.

9.0 Miscellaneous

9.1 This SOU constitutes the entire agreement and complete understanding of the relationship between HL7 and the ADA.

Authorized Signatures:

For
HL7 INTERNATIONAL

Signed: 

Charles Jaffe, MD, PhD
Chief Executive Officer

Date: March 23, 2021

For
THE AMERICAN DENTAL
ASSOCIATION (ADA)

Signed: _____

David Preble, DDS, JD, CAE
Vice President, Practice Institute

Date: