

December 22, 2023 (the “Effective Date”)

HL7

Attn: Charles Jaffe, MD

455 E. Eisenhower Parkway

Suite 300 #025

Ann Arbor, MI 48108

**Re: Strategic Partnership with the Coalition for Health AI**

Dear Dr. Jaffe:

This Letter of Intent (“**LOI**”) sets forth the key terms for a proposed set of contributions by and between [the Coalition for Health AI], a Delaware nonprofit corporation (“**CHAI**”) and HL7, a New Jersey nonprofit corporation (the “**Company**”) (each of CHAI<sup>1</sup> and the Company, a “**Party**” and collectively, the “**Parties**”) whereby the **Company** (or certain of their affiliates) will provide Company employees assigned to work on various assurance standard work products free of charge. In return, CHAI will provide expertise and assist HL7 in adapting CHAI standards in the FHIR framework in the form of an in-kind contribution to the mission of CHAI. A detailed list of the actions performed by each party will be set forth in Exhibit A attached hereto (the “**Contributions**”).

The Parties acknowledge that the final terms of the Contributions are subject to further negotiation, due diligence, and the development and execution of any definitive agreements, as well as receipt of certain governance, required regulatory, and any other necessary approvals. Except for provisions 1-10 set forth below, this LOI does not create any binding obligations on the Parties. In particular, and except as set forth below, this LOI does not obligate the Parties to reach an agreement on the terms of the Contributions or to execute any definitive agreement. The Parties agree as follows:

1. Transaction Expenses; Brokers. Each Party will be responsible for its own costs and expenses (including, without limitation, the fees, costs and expenses of its representatives, including attorneys, accountants and other advisors) incurred at any time in connection with pursuing or consummating the Contributions. Neither Party shall be under any obligation to the other or be liable to the other for any damages, expenses, or otherwise arising under this LOI. Each Party represents that it has not engaged or authorized any broker, finder, or similar person who would be entitled to a commission or other similar fee in respect of the Contributions.

2. Confidentiality. The Parties agree that each will protect the other’s Confidential Information. “**Confidential Information**” includes all information exchanged between the Parties which has not been made generally available to the public and includes, without limitation, business and technical information, the existence and terms of this LOI, and the negotiations conducted hereunder. Confidential Information received may only be disclosed to a Party’s officers, directors, employees, agents, consultants, and attorneys who have a “need to know” for purposes of these negotiations and who are under confidentiality provisions at least as stringent as those set forth herein. Subject to the foregoing, the Parties will not disclose the other’s Confidential Information to third parties and will not use such Confidential Information for purposes other than conducting such negotiations. Upon termination or expiration of this LOI, each Party will, upon request of the disclosing Party, return or destroy all copies of the Confidential Information received from the other. The obligations of this Section will survive any termination or expiration of this LOI.

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<sup>1</sup> CHAI is in the process of becoming a nonprofit organization. This LOI refers to CHAI as a formal legal entity not its current state as a voluntary coalition\*

3. Governing Law. This LOI and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this LOI or its negotiation, execution or performance, shall be governed by and interpreted and enforced in accordance with the internal laws of the State of Delaware, including its statutes of limitation.

4. Term and Termination. This LOI will terminate at the earliest of (a) the date one Party notifies the other Party in writing at any time of its desire not to continue its voluntary engagement or, with respect to Company, make any Contributions, or (b) the completion of the Contributions of Each Party detailed in Exhibit A; provided that any provisions which by their terms survive termination or expiration, including the provisions of Sections 1 (Transaction Expenses; Brokers), 2 (Confidentiality); 3 (Governing Law), 4 (Term and Termination), 5 (Assignment), 6 (Use of Name), 8 (Binding Effect) will survive any termination or expiration of this LOI. Notwithstanding the foregoing, the termination or expiration of this LOI will not affect the liability of a Party for breach of any of the binding provisions of this LOI prior to such termination or expiration (or after, in the case of those provisions which by their terms survive termination or expiration of this LOI). The date on which this LOI is terminated or expires in accordance with the terms hereof is referred to as the “**Termination Date**”. The period of time commencing on the Effective Date through the Termination Date shall be referred to as the “**Term**.”

5. Assignment. Neither Party may assign or delegate its rights or obligations hereunder without the prior written consent of the other Party; provided, however, either Party may assign or delegate its rights or obligations to any entity that controls, is controlled by, or is under common control with such Party. Any purported assignment in violation of this Section is void ab initio.

6. Use of Name. Neither Party will use the names or trademarks of the other Party or any of the other Party's affiliated entities in any news release, advertising, publicity, endorsement, promotion, or commercial communication without the prior written approval of the other Party for the particular use contemplated. All requests for approval for the use of CHAI's name pursuant to this Section must be submitted to the CHAI Executive Director at least seven (7) business days prior to the date on which a response is needed. The terms of this Section survive the termination, expiration, non-renewal, or rescission of this LOI.

7. Amendment and Waiver. Any amendment or modification to this LOI will be effective and binding on a Party only if it is in writing and signed by all of the Parties. No waiver of any breach of this LOI will be deemed to constitute a continuing waiver of any subsequent breach, whether of the same or of any other provision hereof.

8. Binding Effect. This LOI is a statement of the Parties' mutual present intent with respect to the Contributions, and it does not address all material matters upon which the Parties must reach agreement in order for the Contributions to be consummated. This LOI is not, and the Parties do not intend for it to be, a binding commitment or agreement, nor does it impose any legal obligations on the Parties except for the provisions of Sections 1 through 10 of this LOI.

9. Multiple Counterparts. This LOI may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

10. Authority. By countersigning below, the Company represents that it will not, by executing and complying with this LOI or pursuing the Contributions described herein, violate the terms of any other agreement or obligation to which it is subject, and further represents and warrants that the Company has taken all actions that may be necessary in order to make the binding provisions of this letter legal, valid, and binding obligations of the Company.

We are excited about the benefits that the Contributions could bring to the communities served by our organizations and look forward to exploring the Contributions with you with the goal of entering into the Contributions. If the terms reflected in this LOI are acceptable to you, please sign and return to my attention as soon as feasible.

Sincerely,

**CHAI**

By:  \_\_\_\_\_

Name: John Halamka, MD, MS

Title: Chair

Accepted and agreed to as of the Effective Date:

**HL7**

By:  \_\_\_\_\_

Name: Charles Jaffe

Title: Chief Executive Officer

## EXHIBIT A

### **HL7 Contributions:**

#### **Organizational Membership**

- HL7 wishes to exchange membership with CHAI at the Benefactor level. This entitles CHAI to voting rights on ballots and administrative issues, member rates at all HL7 events, as well as recognition on the HL7 website.
- HL7 offers CHAI a membership on its Advisory Council and requests similar status in CHAI.
- HL7 offers a CHAI representative access to the FHIR Connectathons.
- HL7 offers CHAI relevant speaking/educational opportunities at its events.

#### **Creation of specifications and artifacts**

- AI-Assisted HL7 Artifacts, involves having generative AI assist in drafting standards documents, suggesting improvements, and speeding up development of artifacts and additional code. HL7 can partner with AI companies to showcase accelerating implementations.
- Standards to Improve Tackling Healthcare Fraud, tackles growing generative AI fraud risks via standards for authentication, privacy, security, identity checks.
- Exploring HL7 Community AI Aides, utilizes AI to educate on and enhance the standards process itself.
- Help guide research and development opportunities and the opportunity to collaborate with leading experts in the field of health informatics.

#### **Processes for testing and certification**

- Leverage the testing capabilities of the HL7 Foundry and CHAI endorsed assurance labs to establish meaningful standardization of artifacts.
- Enable a community of end users and assurance labs to validate products and technologies against reference implementations.

#### **Education**

- Develop educational resources and training programs to help community members understand the potential of AI in impacting standards. This can include workshops, online courses, and informative articles.

#### **Process Coordination**

- Dr. David Bray is supporting the AI initiative at HL7. Through his leadership at the Commission on the Geopolitical Impacts of New Technologies and Data, he has produced this summary of the opportunities that HL7 will address:

Abridged List of Recommendations to the Commission on the Geopolitical Impacts of New Technologies and Data

	Strategy	Governance & leadership	Capabilities	International allies
<b>1. Global science and technology leadership</b>	1.1 Develop National and Economic Security Technology Strategy	1.2 Establish Global GeoTech Alliance	1.4 Review nations' use of technology with focus on privacy, civil liberties, rights 1.5 Assess risks of technology applications ability to violate rights	1.3 Strengthen S&T collaboration 1.6 Establish training, education programs to foster technology leadership
<b>2. Secure data and communications</b>	2A.1 Strengthen National Cyber Strategy Implementation Plan 2B.2 Conduct QIS R&D focused on digital economy issues	2A.3 Bolster compliance with NIST guidance for continuous monitoring 2A.4 Ensure cybersecurity expertise, testing are widely available	2A.2 Coordinate gov't H/W, S/W monitoring 2B.3 Accelerate QIS technologies operationalization 2B.5 Establish national QIS infrastructure	2B.1 Establish shared quantum data and communications security milestones 2B.4 Set international data/communications standards
<b>3. Enhanced trust and confidence in the digital economy</b>	3.5 Assess digital infrastructure trustworthiness standards 3.6 Educate public on trustworthy digital information	3.1 Develop a US data privacy standard 3.4 Empower an organization to audit trust in the digital economy	3.3 Create measures and standards for digital economy trust 3.7 Demonstrate AI improvements to delivery of public- and private-sector services	3.2 Develop privacy-preserving technologies for the digital economy 3.8 Produce AI ethical, social, trust, and governance assessment framework
<b>4. Assured supply chains and system resiliency</b>	4.3 Develop a geopolitical cyber deterrence strategy for critical digital resources	4.2 Broaden federal oversight of supply chain assurance	4.1 Identify and collect critical resource data	4.4 Assess physical and software/IT supply chain with allies
<b>5. Continuous global health protection and global wellness</b>	5.1 Launch a global pandemic surveillance and warning system	5.2 Reestablish extant pandemic monitoring 5.3 Prioritize privacy protections in pandemic surveillance	5.5 Develop vaccine, therapeutics capacity for discovery, development, distribution 5.6 Develop rapid responses to unknown pathogens	5.4 Increase medical supply chain with allies
<b>6. Assured space operations for public benefit</b>	6.1 Foster public benefits via federal space investments	6.3 Harden security of commercial space industry facilities and space assets	6.2 Foster and protect strategic space tech 6.5 Develop technologies for mega-constellation monitoring satellites	6.4 Establish conformance of commercial space systems to multinational agreements
<b>7. Future of work</b>	Create the workforce for the GeoTech Decade, and equitable access to opportunity			

## CHAI Contributions

### Organizational Membership:

- In exchange for membership at HL7's Benefactor level and on HL7's Advisory Council, CHAI extends HL7 our Executive Level organizational membership status which includes the following:
  - A seat on the CHAI Steering Committee
  - A seat on a pertinent Advisory Board
  - 10 complimentary conference passes for the annual Global AI Summit (yearly)
  - 1 complimentary pass to CHAI events (yearly)
  - Access to testing and evaluation educational content
  - Access to publications and policy updates
  - Access to assurance lab guide and registry