Collaboration Agreement

Defining the relationship between:

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

Hereinafter identified as HL7

AND

International Health Terminology Standards Development Organisation (trading as SNOMED International)
I Kingdom Street
Paddington
London, W2 6BD
United Kingdom

Hereinafter identified as SNOMED International

This Collaboration Agreement shall have an effective date of: July 19, 2019

Statement of Purpose and Mission

The purpose of this agreement is to support the adoption of working practices that facilitate the use of SNOMED International standards with HL7 standards. These working practices shall be complementary to the Joint Initiative on SDO Global Health Informatics Standardization, which both organizations have committed to support.

HL7 has as its mission to provide standards that empower global health data interoperability. HL7 encourages the creation of flexible, cost-effective approaches, standards, guidelines, methodologies, and related services for the interoperability of healthcare information systems. HL7 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.

The mission of the SNOMED International is to develop, maintain, promote and enable the uptake and correct use of SNOMED CT and other related terminology products in health systems, services and products around the world, and undertake any or all activities incidental and conducive to achieving the purpose of the SNOMED International for the benefit of its Members and other stakeholder groups. SNOMED International seeks to improve the health of humankind by fostering the development and use of suitable standardized clinical terminologies, notable SNOMED CT, in order to support safe, accurate and effective exchange of clinical and health information. The focus is on enabling the implementation of semantically accurate health records that are interoperable.
1.0 Introduction

1.1 Joint meetings between the SNOMED International and HL7 may be scheduled where such meetings serve a common purpose and are convenient to both organizations’ meeting agenda.

1.2 The parties to this Collaboration Agreement shall each appoint a liaison for interactions between the parties for the purpose of harmonized standards development. The appointed liaisons will meet on a regular basis as required for coordinating joint projects and sharing information regarding activities of mutual interest, and be responsible for establishing necessary liaisons with groups within each other’s respective organizations.

1.3 Appendix 1 outlines agreed areas of work for this collaboration. The resulting projects 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 confirmed as being committed by each party.

2.0 Rights Granted

2.1 HL7 shall provide a complimentary registration to each of its three Working Group Meetings to the SNOMED International liaison or another designated SNOMED International representative. Likewise, SNOMED International shall provide 2 complimentary registrations to each of its SNOMED CT Expo event to the HL7 Liaison and another designated HL7 representative.

The HL7 Working Group Meeting (WGM) or the equivalent SNOMED International assemblage may be convened and conducted as a joint meeting of the two organizations.

2.2 For the purpose of attending the HL7 WGM, HL7 shall extend to staff of the SNOMED International the HL7 members rate. In turn, for the purpose of attending the SNOMED CT Expo, SNOMED International shall extend to HL7 staff and up to 2 HL7-designated liaisons to SNOMED the most preferential rate that SNOMED International makes generally available to the public or members.

2.3 The governance and approval processes for joint collaborative work products will be agreed as part of planning. All other activities conducted as part of the agreement, but where responsibility sits with only one organization, will be conducted according to the rules and procedures of the respective organization; this will be confirmed in advance in the joint collaborative work plan(s).

3.0 Fees and Payments

No monies shall be exchanged between HL7 and SNOMED International as a result of this Collaboration Agreement.

4.0 Obligations

4.1 HL7 and SNOMED International expressly agree:

a. That no rights to HL7 trademark, copyright or standards or IHTSDO trademarks, copyright or standards are transferred or granted under this Collaboration Agreement; and
b. That there shall be no exchange of mailing lists or general membership information unless specifically agreed for a joint project and managed through normal governance processes; and
c. That they will comply with all provisions of this Collaboration Agreement.

4.2 The agreement does not imply exclusivity on either side. It is expected that both organizations will work with other standards bodies for the good of their member organizations.

5.0 Joint Work Product

Appendix 1 provides an overview of areas of joint work proposed as part of this agreement. More detailed planning will take place once this agreement is signed. The focus of all joint work will be for international usage, and not normally country specific.

5.1 Joint work documents and other outputs of this collaboration (Joint Work Products) are intellectual property of, and held under joint copyright of, HL7 and SNOMED International. HL7 and SNOMED International may make Joint Work Products available to its Members and Affiliates, subject in each case to HL7 and SNOMED International agreeing appropriate license terms. All publications of 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.

5.2 Sale, licensing or otherwise making available of Joint Work Products for profit is not permitted, unless HL7 and SNOMED International agree beforehand and establish a price, revenue sharing agreement and terms where sale is permitted.

6.0 Warranties

6.1 HL7 and SNOMED International make no express or implied warranties other than those that may be contained in this Collaboration Agreement.

7.0 Termination

7.1 Either HL7 or SNOMED International may terminate this Collaboration Agreement upon 30 days’ written notice.

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

8.0 Term

8.1 This Collaboration Agreement shall have a two-year term, renewable upon expiry by written agreement for subsequent two-year terms along with updated details of shared work planned for the resulting period (i.e. Appendix 1).

9.0 Miscellaneous

9.1 This Collaboration Agreement and Appendix 1 constitutes the entire agreement and complete understanding of the relationship between HL7 and SNOMED International.

9.2 HL7 or SNOMED International may propose alterations to this Collaboration Agreement in writing. The receiving party shall be afforded sixty (60) days to adopt any proposal
for change and/or amendment to this Collaboration Agreement and shall acknowledge such acceptance in writing to the submitting party.

9.3 Neither party may assign or otherwise transfer its rights or obligations under this Collaboration Agreement without the consent of the other party (not to be unreasonably withheld or delayed), except that on a dissolution of SNOMED International, SNOMED International may transfer its rights and obligations under this Collaboration Agreement to a successor organization in accordance with the SNOMED International’s Articles of Association.

9.4 This Collaboration Agreement shall be governed by, and construed in accordance with, English law. The English courts shall have exclusive jurisdiction to settle any dispute, controversy or claim arising under this Collaboration Agreement.

Authorized Signatures:

For

HL7 INTERNATIONAL

Signed: Don Sweet
Charles Jaffe, MD, PhD
Chief Executive Officer

Signed:
Calvin Beebe
Chair, HL7 International

Signed: Barbara Judge
Lady Barbara Judge
Chair, Management Board, IHTSDO

Date: ___________________________ Date: ___________________________
Appendix 1

HL7 and IHTSDO Collaborative work to July 2021

As international standards bodies, Health Level Seven International (HL7) and the International Health Terminology Standards Development Organisation (SNOMED International) share a goal of developing and provisioning standards for the exchange of interoperable clinical and related health information.

As part of their collaboration agreement, HL7 and SNOMED International have agreed to undertake targeted work to further support implementation of SNOMED CT in HL7 artifacts. The work will focus on supporting international activities, recognizing that lessons learned from this collaboration may be applied to national initiatives.

The following outlines the scope and purpose of the collaboration at a high level, identifying key areas of work which will be undertaken for the period of this Collaboration Agreement, at the end of which there will be a review and update on the status of the activities between SNOMED International and HL7. A detailed work plan will be developed following signing along with detail of deliverables and timelines.

1. Licensing:
   Licensing arrangement for the use of SNOMED CT in HL7 products, following work done as part of previous agreements:
   a. SNOMED International continue to work with HL7 leadership and HL7 International Council to provide HL7 Affiliate (country) SNOMED CT Development License for those HL7 Affiliates which are SNOMED International non-member countries.
   b. HL7 and SNOMED International will continue to review as necessary existing licensing statements to ensure they remain up to date and meet the needs of users
   c. HL7 will maintain the HL7 IPS free set in line with new requirements and changes to SNOMED CT, following established processes.
   d. SNOMED CT HL7 FHIR freeset – continue work to agree the set and processes for maintaining and updating. Put in place a license agreement and integrate update processes with the emerging SNOMED CT Global Patient Set.

2. SNOMED CT content:
   The SNOMED International and HL7 Leadership will work with HL7 Terminology Authority to:
   a. Continue HL7 work to review HL7 value set data content to ensure appropriate and consistent use of SNOMED CT where it is a specified terminology for use. SNOMED International to provide direction on use of SNOMED CT as requested
   b. HTA develop a consistent schedule for submitting requests for change to SNOMED CT International release (via SNOMED International change request system).

3. SNOMED CT binding work:
   SNOMED International to work with HL7 leadership and nominated individuals from HL7 working groups to undertake the following:
   a. Generally, maintain and update any guidance on the binding of SNOMED CT in HL7 products
b. Specifically, focus on the use of SNOMED CT and FHIR in support of international use cases. This effort will be undertaken using the following steps:
   a. Maintain SNOMED on FHIR group, consisting of the following:
      i. SNOMED CT experts
      ii. HL7 FHIR experts
      iii. Coordinator from each organization (to coordinate input and delivery by each organization)
   b. Focus on work as follows:
      i. Terminology services
      ii. Terminology binding
         1. SNOMED CT based profiles
         2. FHIR Implementation Guide using SNOMED CT
         3. Advice for any relevant FHIR ballots
   c. Identify and produce any communications and presentations deemed as helpful for the different stakeholder groups

4. Tools:
   SNOMED International will work with HL7 leadership to:
   a. Maintain the HL7 portal which provides a linkage to SNOMED CT International Release
   b. If necessary, undertake further development in order to support usage by HL7 Affiliates who have a SNOMED CT Development License.
   c. Ensure that the portal tooling supports necessary reporting of usage

5. Education:
   SNOMED International will work with HL7 leadership and relevant working groups to:
   a. Develop webinars/educational materials that can be made available for the HL7 Working Groups and International Affiliates covering the following:
      i. Licensing arrangements, HL7 portal to SNOMED CT etc, (i.e. those aspects which facilitate access to SNOMED CT)
      ii. Details of SNOMED CT binding as applied to different HL7 products, taking into account guidance in TermInfo and the SNOMED CT/FHIR binding work as it emerges
   b. Explore producing SNOMED CT tutorials based on existing materials available for SNOMED International courses such as the Foundation course
   c. Co-author any relevant guidance documents that further support the use of SNOMED CT and HL7 products.

6. Collaboration opportunities:
   For the period of this agreement, SNOMED International and HL7 will work together to actively identify any further opportunities for collaboration and joint working, agreeing on scope, purpose and resourcing to ensure delivery.

7. Communications:
   SNOMED International and HL7 continue to explore opportunities for joint communications, focusing on visibility of any joint work and communications produced in a coordinated and timely manner.