

## Collaboration Agreement

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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)

A private company limited by guarantee incorporated under the laws of England (registered number 11209481) whose registered office is at  
One Kingdom Street  
London W2 6BD  
United Kingdom

Hereinafter identified as SNOMED International

This Collaboration Agreement shall have an effective date of: August 25, 2021.

### **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, and on-going efforts on the International Patient Summary and development, adoption and use of SNOMED CT with FHIR.

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

SNOMED International is an international not-for-profit organisation that develops and promotes the use of SNOMED CT®, a comprehensive, multilingual healthcare terminology created for use by healthcare professionals to capture the care of individuals in an electronic health record and facilitate sharing, decision support and analytics (“SNOMED CT”), to support safe and effective health information exchange. The purpose of SNOMED International is to develop, maintain, promote and enable the uptake and correct use of its terminology products in health systems, services and products around the world.

## **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.

1.4 All works will have their own individual processes and sign off which will be agreed between the Parties as part of detailed planning which will include the specific oversight by each organization.

## **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.

7.3 Either Party may terminate this Agreement by giving written notice to the other Party if:

7.3.1 the other Party commits a material breach of this Agreement which is incapable of remedy;

- 7.3.2 the other Party commits a material breach of this Agreement which is capable of remedy and fails to remedy that breach within 90 (ninety) days of receipt of a written notice specifying the breach and requiring that the breach be remedied;
- 7.3.3 the other Party suspends or ceases to carry on (or threatens to suspend or to cease to carry on) all or a material part of its business; or
- 7.3.4 any action, proceedings, procedure or step is taken in relation to any of the following (or any analogous action, proceedings, procedure or step is taken in any jurisdiction):
  - 7.3.4.1 the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the other Party;
  - 7.3.4.2 a composition, compromise, assignment or arrangement by the other Party with or for the benefit of its creditors; or
- 7.4 the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or similar officer in respect of the other Party or any of its assets or undertaking.
- 7.5 Following termination or expiry of this Agreement, the Parties will agree the management of licensing and distribution of any joint products

## **8.0 Term**

8.1 This Collaboration Agreement shall have a five-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.

## **10.0 Insolvency/Dissolution of a Party**

10.1 Where a Party is (or believes that it is) at risk of being the subject of any of the events or proceedings in Clauses 7.3.3, 7.3.4, and 7.4 s that Party will inform the other Party as soon as possible to enable the Parties to discuss how to address the impact of those events or proceedings

on this Agreement, the licenses and other rights granted under this Agreement and the Intellectual Property Rights created pursuant to this Agreement.

10.2 In the event that SNOMED International is dissolved with substantially all activities of SNOMED International being transferred to a replacement entity as formally identified by the General Assembly of SNOMED International, SNOMED International's rights and obligations under this Agreement shall transfer automatically to such replacement entity in accordance with SNOMED International's Articles of Association.

10.3 In the event that HL7 International is dissolved with substantially all activities of the HL7 being transferred to a replacement entity, HL7's rights and obligations under this Agreement shall transfer automatically to such replacement entity in accordance with the HL7 International's policy.

Authorized Signatures:

**For**  
**HL7 INTERNATIONAL**

Signed: 

Charles Jaffe, MD, PhD  
Chief Executive Officer

**For**  
**IHTSDO**

Signed:  \_\_\_\_\_

Don Sweete  
Chief Executive Officer

Signed: 

Walter Suarez, MD  
Chair, HL7 International

Date: \_\_\_\_\_ August 31, 2021 Date: \_\_\_\_\_ 25 August 2021

## Appendix 1

### **HL7 and IHTSDO Collaborative work to July 2023**

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 will continue to work with HL7 leadership and the HL7 International Council to provide to HL7 (country) Affiliates a SNOMED CT Development License for those HL7 Affiliates which are not SNOMED International member countries. Note that any standards or products using the development licenses must specify that a valid SNOMED CT Affiliate License is required for implementation.
- 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

#### 2. HL7 IPS Free Set

- a. HL7 will maintain the HL7 IPS Free Set in line with new requirements and changes to SNOMED CT, following established processes.
  - i. HL7 will continue to support the content and processes for maintaining and updating the SNOMED CT Global Patient Set (GPS).
- b. HL7 and SNOMED International will each nominate individuals to participate in the xSDO working group and other IPS coordination efforts

#### 3. SNOMED CT content:

The SNOMED International and HL7 Leadership will work with HL7 Terminology Authority (HTA) to develop a consistent schedule for submitting requests for change to SNOMED CT International release (via SNOMED International change request system).

#### 4. 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 the 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 bindings
      - 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

5. Connectathons:

SNOMED International and HL7 will work together and where feasible, SNOMED International can provide technical collaboration and support at HL7 Connectathons. This may include:

- a. Presenting on SNOMED CT products and tools that can be utilized at Connectathons,
- b. Provide guidance and support on use of products and tools during Connectathons
- c. Co-lead any relevant sessions where SNOMED CT are used in testing

6. Education:

SNOMED International will work with HL7 leadership and relevant working groups to provide webinars/educational materials and events for free to HL7 working Groups and International Affiliates. This may include Licensing arrangements and information on SNOMED CT products of interest to the HL7 community.

7. 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.

Where opportunities arise for joint communications, both organizations will work together to increase the visibility of any joint collaborative work and communications. This may include promotion of events (WG meetings, annual Expo, Connectathons, and other relevant events) or products (SNOMED on FHIR developed materials and other related initiatives).