

# 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

UDAP.org  
PO Box 676011  
Rancho Santa Fe, CA 92067-6011

Hereinafter identified as the Associate or UDAP.org

This SOU shall have an effective date of: February 25, 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 health care Interoperability Resources (FHIR®), Version 2 (V2) and Clinical Document Architecture (CDA®).

The mission of UDAP.org is to increase confidence in open API transactions through the use of trusted identities and verified attributes. To achieve this goal, UDAP.org develops and publishes the Unified Data Access Profiles (UDAP) based on input from UDAP Community participants. The profiles can be used to help scale the secure use of open APIs, while also protecting the personal information of network participants.

## 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 UDAP.org may establish meeting schedules similar to HL7, and in addition may establish meetings with other Associates when convenient. UDAP.org is also encouraged to work with other standards organizations toward harmonization.

1.3 Official joint meetings between the UDAP.org 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 UDAP.org.

1.5 Such projects as might be jointly undertaken by HL7 and UDAP.org 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 Rights Granted**

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

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 UDAP.org, the relevant procedures of the respective organization shall be enforced.

2.3 HL7 will provide one free registration to UDAP.org Liaison (or designated representative) for each of its three Working Group Meetings for the first year of this agreement.

2.4 Members of UDAP.org, 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 UDAP.org's Work Groups, may not seek leadership positions within UDAP.org's Work Groups unless they also hold UDAP.org membership.

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

## **3.0 Fees and Payments**

3.1 Members of UDAP.org are encouraged to attend any HL7 sponsored events. Fees shall be the responsibility of the individual and shall be assessed at the current HL7 membership rate.

3.2 HL7 members may, in turn, register for any UDAP.org sponsored events. HL7 member's attendance at UDAP.org-sponsored events shall be at the member/preferred rate and shall be the responsibility of the individual.

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

## **4.0 Obligations**

4.1 HL7 and UDAP.org expressly agree:

- a. That ownership rights to HL7 trademarks or standards or UDAP.org trademarks or standards are neither extended nor transferred; and
- b. That there shall be no exchange of mailing lists or general membership information; and

- c. That they will comply with all provisions of this SOU.

## **5.0 Joint Work Product Copyright**

5.1 Joint work documents and other productions are intellectual property of, and held under joint copyright of, HL7 and UDAP.org.

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

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

## **6.0 Warranties**

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

## **7.0 Termination**

7.1 Either HL7 or UDAP.org may terminate this SOU upon 30 days written notice.

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

## **8.0 Term**

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

## **9.0 Miscellaneous**


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

9.2 HL7 or UDAP.org 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:   
Charles Jaffe, MD PhD  
Chief Executive Officer

**For**  
**UDAP.org**

Signed:   
Julie Maas  
Chief Executive Officer