

**Health Level Seven International (HL7)
&
Integrating the Healthcare Enterprise International, Inc.
(IHE)**

Statement of Understanding

This Statement of Understanding shall become effective on the Effective Date written below and is between:

Health Level Seven International (HL7®)
3300 Washtenaw Avenue, Suite 227
Ann Arbor, Michigan 48104-4261

And

Integrating the Healthcare Enterprise International, Inc. (IHE International)
c/o RSNA
820 Jorie Blvd.
Oak Brook, IL 60523

Effective Date: January 31, 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 health care Interoperability Resources (FHIR®), Version 2 (V2) and Clinical Document Architecture (CDA®).

Integrating the Healthcare Enterprise International, Inc. (IHE) is a standards development organization (SDO) that enables users and developers of information technology for healthcare to achieve interoperability of systems through the precise definition of healthcare tasks, the specification of standards-based communication between systems required to support those tasks and the testing of systems to determine that they conform to the specifications. The work is managed by IHE committees and sponsored by various national and international bodies. IHE engages developers and users of healthcare IT systems in a collaborative forum for identifying and resolving interoperability problems facing healthcare. IHE promotes and accelerates the coordinated adoption of established standards by creating and maintaining Technical Documents, including implementation guidelines called IHE Profiles, which are published in a set of documents called the IHE Technical Frameworks. IHE encourages harmonization and global adoption of the guidelines by collaborating with national and regional groups. IHE fosters

compatible implementations of the Profiles by organizing testing events and associated educational seminars.

Recognizing their complementary efforts to create and extend comprehensive standards to advance interoperability in the healthcare community, HL7 and IHE International enter into this statement of understanding to further these goals. HL7 and IHE International are independent, non-profit entities whose mission is to advance, the development, acceptance and usage of standards within healthcare. This Agreement defines and governs the rights and obligations of each organization in their collaborative relationship.

1.0 Collaboration Guidelines

- 1.1 An entity is eligible to be recognized as an Associate of HL7 at the discretion of the HL7 Board of Directors, based upon the entity's petition to establish a relationship with HL7. The IHE International Board similarly reviews applications to become an associate organization of IHE International. Execution of this agreement will be considered application for recognition as an associated by each organization to the other organization's Board.
- 1.2 Both organizations may, and are encouraged to, work with other standards organizations toward harmonization when appropriate.
- 1.3 Official joint meetings between IHE International and HL7 may occur at the HL7 Working Group Meeting (WGM) or the equivalent IHE International assemblage, or any other venue where such meetings serve a common purpose and are convenient to the HL7 and IHE meeting agendas.
- 1.4 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 IHE International, the relevant procedures of the respective organization shall be enforced.
- 1.5 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 the HL7 and IHE International.
- 1.6 Such projects as might be jointly undertaken by HL7 and IHE International 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.
- 1.7 Participation in HL7 through this SOU does not convey free access to or the right to distribute any HL7 intellectual property. In turn, participation in the IHE through this SOU does not convey free access to or the right to distribute any of the IHE's intellectual property.
- 1.8 There shall be no exchange of mailing lists or general membership information.

1.9 HL7 and IHE agree to comply with all provisions of this SOU, which it is agreed has been developed in good faith on the basis that it is a fair and honest representation of the intentions and obligations of HL7 and IHE International.

2.0 Project objectives and agreements:

2.1 In pursuit of the common goal of advancing healthcare interoperability IHE may choose to employ HL7 standards, including those based on the HL7 Fast Healthcare Interoperability Resources (FHIR[®]), when developing IHE profiles. HL7 and IHE will also endeavor to participate in joint interoperability projects on a regular basis. The two organizations will jointly develop project plans for these activities, which will be posted in a location accessible to both organizations.

2.2 HL7 and IHE support and encourage the global adoption of their jointly developed healthcare standards and implementation guidelines.

2.3 During IHE Profile development that includes proposed HL7 specifications, any HL7 issues identified will be reported back by IHE to HL7 for their consideration.

2.4 HL7 and IHE agree when mutually deemed appropriate to ballot through HL7 targeted IHE profiles that contain HL7 specifications. HL7 work groups shall submit comments and change proposals that resulted from these ballots to IHE International during its published comment periods.

2.5 IHE, through its Liaison, shall provide updates to the HL7 TSC at each Working Group Meeting about profile activities under way, or being contemplated during the period of the agreement. When requested (up to twice per year) HL7 shall provide similar updates to the IHE International Inc. Board or leadership. The fundamental intent of this activity is to ensure cooperation and to avoid conflict and/or duplication of effort in every way possible.

2.6 In IHE activities where HL7 standards overlap with those of other standards development organizations, IHE will notify HL7 and invite the HL7 liaison to join discussions for informational purposes.

2.7 With the approval of the HL7 International Executive Committee, representatives of HL7 affiliate organizations may participate in Domain Development Committees of IHE International Inc. as representatives of HL7, International. HL7 affiliate organizations may participate in IHE National and Regional Deployment Committees (national IHE organizations) and develop realm-specific Memoranda of Understanding that reference the present HL7-IHE International Agreement.

2.8 Any jointly developed standards must include a concomitant plan for their maintenance.

3.0 Rights Granted

3.1 HL7 will provide one free registration to a designated IHE representative for each of its three Working Group Meetings annually. Likewise, IHE will welcome participation at no cost by a designated HL7 Liaison in regular meetings of its several Domain Committees or up to 2 IHE connectathons per year. (There are normally no registration fees for IHE Domain Committee meetings.)

3.2 Members of IHE International, while encouraged to participate in HL7 Work Groups, may not seek leadership positions within HL7 unless they also hold HL7 membership.

3.3 When HL7 nominates one of their members to represent HL7 at an IHE Domain Committee meeting, this representative shall hold an IHE membership to ensure that they will abide by the IHE Intellectual Property policies and vice versa.

4.0 Fees, Payments and Funding

4.1 No monies shall be exchanged nor shall any other financial obligation arise between the parties hereto as a result of this SOU.

4.2 Unless otherwise agreed, each Party shall be responsible for providing the resources for its participation in activities under this Memorandum.

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 IHE International.

5.2 Both HL7 and IHE International 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 IHE International may copy and use the work or any part thereof in connection with the business purposes of the member. Members of either HL7 or IHE International 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 IHE International agree beforehand and establish a price, revenue sharing agreement, and terms where sale is permitted.

6.0 Warranties

7.1 The parties hereto make no express or implied warranties other than those that may be contained in this Agreement.

7.0 Termination

7.1 Either party may terminate this Agreement upon 30 days written notice.

8.0 Term

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

9.0 Miscellaneous


9.1 This Agreement constitutes the entire agreement and complete understanding of the parties hereto.

9.2 The parties hereto may propose alterations to this agreement in writing upon appropriate action of their respective Board of Directors/Leadership. The receiving party shall be afforded sixty (60) days to adopt any proposal for change and/or amendment to this agreement and shall acknowledge such acceptance in writing to the submitting party. In the event such proposals are deemed unacceptable, either party may execute the Termination provisions afforded above.

Authorized Signatures:

**HEALTH LEVEL SEVEN
INTERNATIONAL**

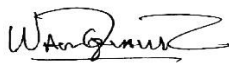
**INTEGRATING THE HEALTHCARE
ENTERPRISE INTERNATIONAL**

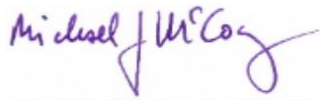
Signed:  _____

Signed: 

Charles Jaffe, MD, PhD
Chief Executive Officer

David S. Mendelson, MD
Board Co-chair, IHE International

Signed: 
Walter Suarez, MD
HL7 Board Chair

Signed: 
Michael McCoy, MD
Board Co-chair, IHE International