

**STATEMENT OF UNDERSTANDING (SOU)
BETWEEN
HEALTH LEVEL SEVEN INTERNATIONAL
AND
NATIONAL COUNCIL FOR PRESCRIPTION DRUG PROGRAMS, INC.**

The SOU shall have an effective date of: March 14, 2023

This is a Statement of Understanding (“SOU”) between Health Level Seven International (“HL7”) a not-for-profit corporation organized under the laws of the State of Michigan and having its principal place in Ann Arbor, MI, and National Council for Prescription Drug Programs, Inc. (“NCPDP”) a not-for-profit corporation organized under the laws of the State of Arizona and having its principle place of business in Scottsdale, AZ.

Statement of Purpose

Health Level Seven[®] International 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[®])

NCPDP provides a forum wherein its diverse membership can develop business solutions, including ANSI-accredited standards, and guidance for promoting information exchanges related to medications, supplies, and services within the healthcare system. Through a consensus building process in collaboration with other industry organizations, its members develop these solutions to improve patient safety, privacy and healthcare outcomes for patients and healthcare consumers, while reducing costs in the system.

Recognizing that complementary efforts are underway to create and extend comprehensive standards in the healthcare community, HL7 and NCPDP agree to work collaboratively and in a constructive manner to develop HL7 FHIR-based standards, implementation guides and other related artifacts affecting the global pharmacy industry.

The purpose of this SOU is to set forth the understanding between HL7 and NCPDP regarding joint collaboration on issues and projects of mutual interests which would advance the development and promotion of standards for the transfer of data to and from the pharmacy and medical services sectors of the healthcare industry. Potential areas for collaboration between HL7 and NCPDP are outlined in Appendix I of this document.

1.0 Collaboration Guidelines

- 1.1. Official joint meetings between HL7 and NCPDP may be scheduled where such meetings serve a common purpose and convenient to NCPDP and HL7 meeting calendars and agendas.
- 1.2. 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 standards, or to conduct other business specific to either HL7 or NCPDP, relevant procedures of the respective organization shall be encouraged.
- 1.3. Members of NCPDP, 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 NCPDP, may not seek leadership positions within NCPDP.
- 1.4. Both 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 the liaison hold joint members in HL7 and NCPDP.
- 1.5. Such projects as might be jointly undertaken by HL7 and NCPDP 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 Parties agree that appointed Liaison(s) will receive one (1) individual non-profit membership at no charge on an annual basis with no voting privileges
- 2.2 NCPDP will provide up to two (2) complimentary registration for its annual conference. Likewise, HL7 will provide to NCPDP up to two (2) complimentary registrations for its annual Plenary and Working Group meeting.
- 2.3 NCPDP will include on their website a hyperlink to HL7's website. And HL7 will make best effort to socialize their partnership with NCPDP within their website as applicable.
- 2.4 The parties will allow appointment of each members to relevant work and task groups with the exception of board positions.

3.0 Fees and Payments

- 3.1 NCPDP members are encouraged to attend any HL7 sponsored events. Fees shall be the responsibility of the individual and shall be assessed at the current HL7 rates. Similarly, HL7 members are encouraged to register for any NCPDP sponsored event. HL7 member's attendance at NCPDP-sponsored events shall be the responsibility of the individual.
- 3.2 No monies shall be exchanged between HL7 and NCPDP as a result of this SOU.

4.0 Obligations

- 4.1 The parties hereto expressly agree to the following;
 - a. No ownership rights to trademarks or standards are transferred or assigned by operation of this SOU;

- b. All use or reproduction of the other party's trademarks shall be subject to the prior written consent of the other party; and
- c. There will be no exchange of mailing lists or general membership information between the parties hereto.

5.0 Copyright of Joint Work Documents and Other Productions

- 5.1 Joint work documents and other productions are intellectual property of, and held under joint copyright of, HL7 and NCPDP.
- 5.2 For the avoidance of doubt, HL7 and NCPDP shall both retain ownership of any intellectual property developed independently of the joint work documents and other productions. Should NCPDP and HL7 wish to include such intellectual property into any joint work documents and other productions, the owning party shall grant a non-exclusive, worldwide, royalty-free, perpetual license to the other party provided that the included work be properly attributed.
- 5.3 Both HL7 and NCPDP reserve the right to publish the jointly developed work. All publications of the joint work documents and other productions, or parts thereof, shall include the joint copyright statement and any and all logos or identifying graphics as agreed by the parties.
- 5.4 HL7, NCPDP, or members of HL7 may copy and use the joint work documents and other productions or any part thereof in connection with their business purposes. Members of either HL7 or NCPDP may not redistribute the joint work documents and other productions except as permitted in the respective membership agreement.

6.0 Warranties

- 6.1 HL7 and NCPDP 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 NCPDP may terminate this SOU upon 30 days written notice.
- 7.2 In the event of such termination, all registrations for HL7 or NCPDP 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 NCPDP.
- 9.2 HL7 or NCPDP 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.
- 9.3 Additional collaborations around joint meetings, policy activities, and educational programs can be amended to this SOU as opportunities arise.



Charles Jaffe, MD, PhD
CEO
Health Level 7 International

March 14, 2023
Date



Lee Ann Stember
President & CEO
NCPDP

March 14, 2023
Date

Appendix I

HL7 and NCPDP agree to have at least two (2) strategic meetings (via conference call) annually with respective executive teams to share current strategic initiatives for improved collaboration as set forth in the Statement of Purpose at the beginning of this document.

A non-exhaustive list of collaboration opportunities to be explored is provided below:

1. Joint education forum(s), scheduled at one or more of HL7's Working Group Meetings and at NCPDP's Annual Meeting.
2. Co-marketing efforts as mutually agreed upon.
3. Jointly-developed FHIR specification(s)
4. Participation in the FHIR Community process
5. Other globally-relevant projects that advance the use and implementation of HL7's FHIR standard.