MEMORANDUM OF UNDERSTANDING
BETWEEN
HEALTH LEVEL SEVEN INTERNATIONAL
AND
NATIONAL COUNCIL FOR PRESCRIPTION DRUG PROGRAMS, INC.

1. This is a Memorandum of Understanding ("MOU") 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.

2. The purpose of this MOU 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.

   a. HL7's mission is 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 system integrators, and related public and private healthcare service agencies.

   b. 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.

3. 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 pharmacy industry.

4. HL7 and NCPDP may establish similar meeting schedules. NCPDP and HL7 are encouraged to work with other standards organizations toward harmonization.

5. Official joint meetings between HL7 and NCPDP may be scheduled where such meetings serve a common purpose. 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 in furtherance of the purposes set forth in Section 3.

6. HL7 and NCPDP shall each appoint a liaison for interactions between the parties. It is suggested though not required, that each liaison hold joint membership in HL7 and NCPDP. Parties agree that appointed liaison(s) will receive one (1) individual non-voting membership at no charge on an annual basis.

7. NCPDP will provide to HL7 up to two (2) complimentary registrations for its annual conference. Likewise, HL7 will provide to NCPDP up to two (2) complimentary registrations for its annual Plenary and Working Group Meeting.

8. The parties will each include on their website a hyperlink to the other party’s website.

9. The parties will attempt to develop a joint education form, scheduled at one or more of HL7’s Working Group Meetings and at NCPDP’s Annual Meeting.

10. The parties will allow appointment of each members to relevant work and task groups with the exception of board positions.

11. When a joint project is initiated, the work will be done in a collaborative manner where members from both organizations participate in the development of project artifacts. Participants are not required to become a member of the organization hosting the project meetings in order to participate.

12. The parties will develop co-marking efforts as mutually agreed upon.

13. Each party will bear the costs of its activities undertaken in furtherance of this MOU unless otherwise mutually agreed in writing.

14. The parties hereto expressly agree to the following;

   a. No ownership rights to trademarks or standards are transferred or assigned by operation of this MOU;

   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.

15. This MOU shall become effective as of the date of the last signatures of the parties involved and shall be in effect for a period of three (3) years. This MOU shall automatically renew for additional one (1) year terms, unless terminated by either party within ninety (90) days
form the anniversary date of this MOU. This MOU may be modified and/or extended only upon the express prior written consent of both parties.

16. Notwithstanding the foregoing to the contrary, either party may terminate this MOU for any reason upon thirty (30) days’ prior written notice to the other party.

17. These parties hereto make no express or implied warranties other than those contained in this MOU. This MOU is non-binding. Other than its obligations of confidentiality in Section 19 and the attached Nondisclosure and Confidentiality Agreement, and unless and until the parties enter into a definitive agreement, each party’s performance under this MOU is voluntarily undertaken, neither party is obligated to perform under this MOU and each party hereby waives any claims it might have against the other party for a breach of contract or breach of the covenant of good faith and fair dealing arising under this MOU.

18. This MOU in no way restricts either party from participating in similar activities with any third party.

19. It is understood and agreed that neither party to this MOU is the agent of the other, and neither shall be liable for the actions or failure to act of the other party.

20. Neither party will disclose to a third-party the existence of this MOU or its contents without the prior written consent of the other party. Further, the parties will enter into and deliver to each other a signed copy of the attached Mutual Nondisclosure Agreement.

21. This MOU constitutes the entire understanding of the parties hereto relating to the subject matter contained herein.

Charles Jaffe, MD, PhD
CEO
Health Level 7 International

Lee Ann Stember
President & CEO
NCPDP

February 6, 2020
Date

3/24/2020
Date