

Collaboration Agreement

This Collaboration Agreement between Health Level Seven International (HL7), a New Jersey nonprofit corporation located at 3300 Washtenaw Avenue, Suite 227 Ann Arbor, Michigan 48104-4261 and the American Medical Association (AMA), an Illinois not-for-profit organization located at 330 N. Wabash Avenue, Suite 39300, Chicago, Illinois (each a “party” or collectively, the “parties”) shall have an effective date of: April 15, 2023.

Statement of Purpose and Mission

The purpose of this agreement is to support the adoption of working practices that facilitate the use of Current Procedure Terminology (CPT®) codes with HL7 standards. HL7’s mission is to empower global health interoperability, by providing standards for interoperability that improve care delivery, optimize workflow, reduce ambiguity, and enhance knowledge transfer among all stakeholders. AMA’s mission is to promote the art and science of medicine and the betterment of public health by attacking dysfunction in healthcare by removing obstacles and burdens that interfere with patient care. Together, HL7 and the AMA share a goal of developing and provisioning standards for the exchange of interoperable clinical and related health information to enable efficient processing and understanding of health-related data that comes from many sources.

The following outlines the scope and purpose of the collaboration at a high level, identifying key areas such as collaboration opportunities, educational opportunities, and messaging activities that may be undertaken pursuant to this Collaboration Agreement. For the avoidance of doubt, this Collaboration Agreement does not modify or bypass the CPT Editorial Panel procedures. Should HL7 wish to bring forward a code change proposal it would be governed by the same process that is applied to other CPT code change applications.

1. **Relationship of the Parties.** The parties shall act as independent contractors in the performance of activities under this Collaboration Agreement, and no party shall act as agent for or partner of the other party for any purpose. Nothing in this Collaboration Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal entity of any kind, and the rights and obligations of the parties shall be limited to those expressly set forth herein. No party shall have the right to enter into any binding obligation or commitment on behalf of the other party. No party shall make any representation or warranty to any third party with respect to the products or services of the other party, without that party’s prior written consent.
2. **Non-Endorsement.** The agreement does not imply exclusivity on either side. Neither party may imply approval or endorsement by the other party of its products or services, by reason of this Agreement.
3. **Reservation of Rights.** Nothing herein should be construed as granting, by implication, estoppel, waiver or otherwise, any license or right to use any intellectual property, including copyright or trademark, owned by the other party without the written permission of the other party. Use of the names, trademarks, tradenames, and logos of the other party must be approved in writing by the party owning the trademark. Use of copyrighted works not licensed under this Agreement, including copyrighted works owned by the AMA, works owned by HL7, or works owned by third parties, are subject to separate terms and conditions and each party is responsible for securing the necessary rights for use of other works. Neither party claims copyright to government data that is in the public domain.
4. **Collaboration Activities**
 - a. **Liaison.** The parties shall each appoint a liaison or representative for interactions between the parties. The appointed liaisons will meet on a regular basis as required to coordinate projects, share information regarding activities of mutual interest, and generally be responsible for establishing necessary liaisons with groups within each other’s respective organizations.

- b. HL7 Workgroup Meetings. HL7 shall provide a complimentary registration to each of its three Working Group Meetings (WGM) to the AMA liaison.
- c. Terminology Services Management Group. The parties recognizing that the Terminology Services Management Group controls its own membership in its own discretion, HL7 shall endeavor to secure AMA one membership position in the TSMG. .
- d. CPT Binding Work. AMA will work with HL7 leadership and nominated individuals from HL7 working groups to maintain and update any guidance on the binding of CPT in HL7 products (i.e., Implementation Guides), with specific focus on the use of CPT and FHIR in support of use cases that promote interoperability.
- e. HL7 Connectathons. Where feasible, AMA may provide technical collaboration and support at HL7 Connectathons. This may include presenting on CPT terminology and resources that can be utilized at Connectathons, providing guidance and support on use of products and resources during Connectathons, and co-leading any relevant sessions where CPT terminology and related AMA products are used in testing.
- f. Speaking Engagements. The parties may coordinate speaking engagements by HL7 and/or AMA representatives. Each engagement will be separately described in an engagement letter setting forth details of the engagement and reimbursement of expenses, if applicable.
- g. Exhibitions and Conferences. The parties may coordinate activities at appropriate health care industry exhibitions and conferences. Each engagement will be separately described in an engagement letter setting forth details of the engagement and reimbursement of expenses, if applicable.
- h. Other Collaboration opportunities. For the period of this agreement, AMA and HL7 will use reasonable efforts to work together to actively identify further opportunities for collaboration, agreeing on scope, purpose and resourcing to ensure delivery. Specific collaboration projects with defined deliverables will be documented in separate agreements, or as a written amendment to this agreement.

5. **Education Opportunities**

- a. CPT Symposium. AMA shall provide 2 complimentary registrations to the CPT Symposium event to the HL7 liaison and another designated HL7 representative.
- b. Other Education Opportunities: AMA will work with HL7 leadership and relevant HL7 working groups to provide complimentary access to webinars/educational materials. This may include information on AMA products and programs of interest to the HL7 community.

6. **Messaging Activities**

- a. Press Releases. HL7 and AMA will draft and release a press release to announce their collaboration, which press release will be approved by each party prior to publication.
- b. Other Messaging Activities. Where opportunities arise for joint communications, the parties will work together to increase the visibility of activities under this Collaboration Agreement. Each party acknowledges that such communications will be subject to each party's own internal policies regarding the use of its communication channels and therefore, each party reserves the right to reject, decline, defer or modify a request to for a joint communication, in its sole discretion and such decision shall not be deemed a breach of this Collaboration Agreement.

- 7. **No Disparagement**. Each party shall not disparage the other in any oral or written (including printed or electronic) communication.

- 8. **Fees and Payments**. Each party shall bear its own costs under this Collaboration Agreement.

- 9. **Warranties**. HL7 and AMA make no express or implied warranties other than those that may be contained in this Collaboration Agreement.

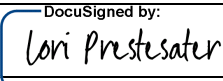
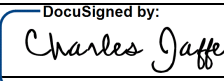
- 10. **Liabilities**. Each party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof.



- 11. **Term**. The term of this Collaboration Agreement shall begin on the Effective Date and shall continue

through October 31, 2024 (the "Initial Term"). This Agreement will thereafter automatically renew for up to a maximum of four (4) additional periods of twelve (12) months (each a "Renewal Term") unless terminated pursuant to Section 12, Termination. The Initial Term and all Renewal Terms are collectively referred to as the "Term."

12. **Termination.** Either HL7 or AMA may terminate this Collaboration Agreement upon 30 days' written notice.
13. **Post-Termination Obligations.** Upon termination of this Agreement, all rights granted under this Agreement shall terminate. Notwithstanding the foregoing, in the event of such termination, the parties agree all registrations for HL7 or AMA sponsored events recorded prior to the termination date shall be honored. Any rights or obligations of the parties in this Agreement which, by their nature, should survive termination of this Agreement, will survive such termination.
14. **Illinois Law.** This Collaboration Agreement will be governed by the internal laws of the State of Illinois without regard to choice of law principles and by the laws of the United States of America in the English language as it is used in the United States.
15. **Miscellaneous.** This Collaboration Agreement constitutes the entire agreement and complete understanding of the relationship between HL7 and AMA with respect to the subject matter herein. HL7 or AMA may propose alterations to this Collaboration Agreement in writing, but no such alteration or amendment shall be effective without the prior written consent of the party to be charged. No alteration to this Collaboration Agreement shall be considered valid unless executed by authorized signatories of both parties. 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). Each party's compliance with all applicable federal, or state or local laws, rules and regulations shall be considered a material obligation under this Collaboration Agreement. This Collaboration Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall be deemed one and the same agreement.

Authorized Signatures:

AMERICAN MEDICAL ASSOCIATION	HEALTH LEVEL SEVEN INTERNATIONAL
By: <small>DocuSigned by:</small> 	By: <small>DocuSigned by:</small> 
Name: <small>B1AC85AAF7E14470</small> Lori Prestesater	Name: <small>774364D238DF4B7C</small> Charles Jaffe
Title: SVP, Health Solutions	Title: CEO
Date: 4/13/2023	Date: 4/13/2023

Approved as to
Legal Form for the AMA
By: 
Approved by  of
Finance
By: 