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

HIMSS
33 West Monroe Street, Suite 1700
Chicago, IL 60604

Hereinafter identified as the Associate

This SOU shall have an effective date of: January 31, 2018

Statement of Purpose

HL7’s mission is to empower global health data interoperability by developing standards and enabling their adoption and implementation. It 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 systems integrators, and related public and private healthcare service agencies.

HIMSS is a global, cause-based, not-for-profit organization focused on better health through information and technology. HIMSS leads efforts to optimize health engagements and care outcomes using information technology. HIMSS North America, a business unit within HIMSS, positively transforms health and healthcare through the best use of information and technology in the United States and Canada. As a case-based non-profit, HIMSS North America provides thought leadership, community building, professional development, public policy, and events.

Recognizing that complementary efforts are underway to create, extend and apply comprehensive standards to advance interoperability in the healthcare community, HL7 enters into relationships to further these goals. This SOU defines the rights and obligations inherent in such relationships and shall be the sole governing document regarding the relationship between HL7 and the Associate. Associates are independent, non-profit entities whose mission is to advance, nationally or internationally, the acceptance and usage of standards within healthcare. Such entities include, but are not limited to, other Standards Development Organizations (SDO), industry associations or consortiums, and other groups that share the vision of improved healthcare through standards.

HL7 International and HIMSS are entering into this agreement to explore collaboration in areas of mutual interest including, but not limited to, policy initiatives, and other joint projects consistent with their respective missions.
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 HIMSS may establish meeting schedules similar to HL7, and in addition may establish meetings with other Associates when convenient. HIMSS is also encouraged to work with other standards organizations toward harmonization.

1.3 Official joint meetings between the HIMSS 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 HIMSS.

1.5 Such projects as might be jointly undertaken by HL7 and HIMSS 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. Each joint project shall be described in an addendum attached to this agreement.

2.0 Rights Granted

2.1 The HL7 Working Group Meeting (WGM) or the equivalent HIMSS 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 HIMSS, the relevant procedures of the respective organization shall be enforced.

2.3 HL7 will provide one free registration to the designated HIMSS Liaison for each of its three Working Group Meetings and to its Policy Summit annually. Likewise, HIMSS will provide one free registration to the designated HL7 Liaison for each of its meetings annually.

2.4 If the Associate is a member-based organization, then

2.4.1 Members of HIMSS, 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 HIMSS Work Groups, may not seek leadership positions within the HIMSS Work Groups unless they also hold Associate membership.

2.5 HL7 and the HIMSS support and encourage the harmonization of any information model(s) with relevant HL7 standards in support of our common goal to improve interoperability.

3.0 Fees, Payments and Funding

3.1 No monies shall be exchanged between HL7 and the Associate as a result of this SOU.

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

4.1 HL7 and the Associate expressly agree that:

a. Ownership rights to HL7 trademarks or standards or Associate trademarks or standards are neither extended nor transferred; and

b. There shall be no exchange of mailing lists or general membership information; and

c. They will 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 the Association.

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 HIMSS.

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

6.0 Warranties

6.1 HL7 and the Associate 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 HIMSS may terminate this SOU upon 30 days written notice.

7.2 In the event of such termination all registrations for HL7 or HIMSS 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 HIMSS.
9.2 HL7 or HIMSS 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 HIMSS

Signed: Joyce Sensmeier MS, RN-BC, CPHIMS, FHIMSS, FAAN
Vice President Informatics, HIMSS North America

Signed: Mark McDougall
Executive Director
Addendum

Purpose
The purpose of this SOU Addendum is to describe a joint project that seeks to establish a mutually synergistic and complementary relationship between HL7, IHE USA and HIMSS to convene healthcare leaders, provide educational resources, and equip stakeholders to advance interoperability industry best practice through the development of proposed interoperability solution to address joint use cases.

Mutual Responsibilities
To achieve these target outcomes, HL7, IHE USA, and HIMSS will collaborate on the following set of responsibilities:

- Co-develop a use case statement of work
- Co-developed resources will be jointly owned by the Parties and include the following:
  o HL7, IHE USA and HIMSS name/logo will appear alongside one another on the co-branded resources and all promotional materials will appear on each organization’s website as it relates to the use case
  o All organizations will promote the resources to ensure the highest degree of outreach.
  o The documents will be posted on each organization’s website
  o The documents will be publicly available on each organization’s website, free of charge
  o All organizations will have the right of use for shared resources developed by the workgroup.
- Integrate the use case into events:
  - IHE North America Connectathon Jan. 15-19, Cleveland, OH
  - FHIR Connectathon/HL7 WGM, Jan. 27-28, New Orleans, LA
  - HIMSS18 Interoperability Showcase
  - April IHE Connectathon Europe, The Hague, Netherlands
  - May HL7 FHIR Connectathon/HL7 WGM, Cologne, Germany.
- Co-Author a blog or white paper to be disseminated to the industry
- Where appropriate, leverage the HIMSS Call to Action, using this use case as an example where the community can work together for the common good.
- Collaborate on one or more joint webinars or webinar series.
- Opportunity to post events on each organization's website calendar
- Provide suggestions for staff or volunteer speakers at applicable events
- Share opportunities to collaborate on webinars. Collaboration to include cross promotion and speaker support.
• Inform constituents on pertinent Public Policy issues and as appropriate invite to provide input to/co-endorse position statements and public policy comments
• Solicit participation from other organizations on ad-hoc basis when principal organizations (HL7, IHE USA, HIMSS) determine that ad-hoc involvement furthers specific HTA project goals and objectives
• Share opportunities to be a collaborator of events (terms to be identified in separate agreements)