Statement of Understanding (SOU)

Defining the relationship between:

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

Hereinafter identified as HL7

AND

GS1
Avenue Louise 326
1050 Brussels, Belgium

Hereinafter identified as the Associate

This SOU shall have an effective date of:  October 1, 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®).

GS1 is a leading global standards organization dedicated to the design and implementation of global standards and solutions to improve the efficiency and visibility of supply and demand chains globally and across sectors. The GS1 system of standards is the most widely used supply chain standards in the world. GS1 is a fully integrated organization with over 40 years’ experience in global standards, and offers a range of products, services and solutions to fundamentally improve efficiency and visibility of supply and demand chains. GS1 operates in multiple sectors and industries.

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 GS1 may establish meeting schedules similar to HL7, and in addition may establish meetings with other Associates when convenient. GS1 is also encouraged to work with other standards organizations toward harmonization.

1.3 Official joint meetings between GS1 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 appoint a liaison to represent each to the other. It is expected, although not required, that the liaison hold joint membership in HL7 and GS1.

1.5 Such projects as might be jointly undertaken by HL7 and the GS1 will be clearly defined and delineated by a joint project proposal which 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 The HL7 Working Group Meeting (WGM) or the equivalent GS1 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 the GS1, the relevant procedures of the respective organization shall be enforced.

2.3 Additionally, HL7 will provide one free registration to each of its three Working Group Meetings annually to the GS1 Liaison or designated GS1 representative. Likewise, GS1 will provide one free registration to each of its meetings annually to the HL7 Liaison or designated HL7 representative.

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

2.4.2 Members of GS1, while encouraged to participate in HL7 Work Groups, may not seek leadership positions within HL7 unless they also hold HL7 membership. Likewise members of HL7, while encouraged to participate in GS1 Work Groups, may not seek leadership positions within GS1 unless they also hold GS1 membership

2.5 Participation in HL7 through GS1 does not convey free access to or the right to distribute any HL7 intellectual property.

2.6 HL7 and GS1 support and encourage the harmonization of any information model(s) with relevant HL7 standards.
3.0 Fees and Payments

3.1 Members of the GS1 are encouraged to attend any HL7 sponsored events. Fees shall be the responsibility of the individual.

3.2 HL7 members may, in turn, register for any GS1 sponsored event through HL7 headquarters. HL7 member’s attendance at GS1-sponsored events shall be the responsibility of the individual.

3.3 No monies shall be exchanged between HL7 and GS1 as a result of this SOU.

4.0 Obligations

4.1 HL7 and GS1 expressly agree that:

a. ownership rights to HL7 trademarks or standards or GS1 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.

5.0 Warranties

5.1 HL7 and GS1 make no express or implied warranties other than those that may be contained in or appended to this SOU.

6.0 Termination

6.1 Either HL7 or GS1 may terminate this SOU upon 30 days written notice.

6.2 In the event of such termination, all registrations for HL7 or GS1 sponsored events recorded prior to the termination date shall be honored.

7.0 Term

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

8.0 Miscellaneous

8.1 This SOU constitutes the entire agreement and complete understanding of the relationship between HL7 and GS1.

8.2 HL7 or GS1 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 can not 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 GS1

Signed:
Miguel A. Lopera
President and Chief Executive Officer

Signed:
Mark McDougall
Executive Director