

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

Web3D Consortium
133 Lorimer Street
Salinas, California 93901

Hereinafter identified as the Associate

This SOU shall have an effective date of: March 22, 2022

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 Healthcare Interoperability Resources (FHIR®), Version 2 (V2) and Clinical Document Architecture (CDA®). Founded in 1997, the Web3D Consortium is an international, non-profit, member-funded, industry standards development organization. Today, the Web3D Consortium is utilizing its broad-based industry support to develop the X3D specification, designed for sharing interactive 3D graphics on the Web, between applications and across distributed networks and web services. Members collaboratively develop the X3D standards and tools making them widely adopted by digital content creation industries across diverse markets.

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

1.3 Official joint meetings between the Associate and HL7 may be scheduled where such meetings serve a common purpose and are convenient to the HL7 and Associate 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 the Associate.

1.5 Such projects as might be jointly undertaken by HL7 and the Associate 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 The HL7 Working Group Meeting (WGM) or the equivalent Associate assemblage may be convened and conducted as a joint meeting of the two organizations.

2.2 Working Group Rights: 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 Web3D Consortium, the relevant procedures of the respective organization shall be enforced. For example, the Web3D IP declaration is required for all submitted specifications. For example, the Web3D IP declaration is required for all submitted specifications.

2.3 Organizational Rights: When voting in the Organizational context (e.g. ratifying Web3D Committee Draft specifications for submission to ISO-IEC) HL7 shall be given 1 Organizational Member vote. For HL7 voting procedures, the Web3D representative shall be given 1 Organizational vote.

2.4 Members of the Web3D Consortium, 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 the Web3D Consortium's Work Groups, may not seek leadership positions within the Web3D Consortium unless they also hold Web3D Consortium membership.

2.5 HL7 and the Web3D Consortium support and encourage the harmonization of any information model(s) with relevant HL7 standards.

3.0 Fees and Payments

3.1 No monies shall be exchanged between HL7 and the Web3D Consortium as a result of this SOU.

4.0 Obligations

4.1 HL7 and the Web3D Consortium expressly agree:

- a. That ownership rights to HL7 trademarks or standards or Web3D Consortium trademarks or standards are neither extended nor transferred; and
- b. That there shall be no exchange of mailing lists or general membership information; and
- c. That they will comply with all provisions of this SOU.

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 Web3D Consortium. Upon submission of specifications to ISO-IEC, ISO-IEC will share the copyright and non-exclusive right to publish with HL7 and the Web3D Consortium.

5.2 Both HL7 and Web3D Consortium 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 Web3D Consortium may copy and use the work or any part thereof in connection with the business purposes of the member. Members of either HL7 or Web3D Consortium 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 Web3D Consortium agree beforehand and establish a price, revenue sharing agreement, and terms where sale is permitted.

6.0 Warranties

6.1 HL7 and the Web3D Consortium 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 the Web3D Consortium may terminate this SOU upon 30 days written notice.

7.2 In the event of such termination all registrations for HL7 or Web3D Consortium 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 the Web3D Consortium.

9.2 HL7 or the Web3D Consortium 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
WEB3D CONSORTIUM



Signed: _____

Dr. Nicholas Polys
President



Signed:

Mark McDougall
Executive Director



Signed: _____

Anita Havele
Executive Director