

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

eHealth Initiative & Foundation. (eHI)
1 Thomas Circle, NW, Suite 700
Washington, DC 20005

Hereinafter identified as the Associate

This SOU shall have an effective date of: July 20, 2021

Statement of Purpose

Interoperability is key to improving healthcare delivery while lowering costs. Both parties to this SOU agree that their coordinated collaboration can lead to significant improvements in the advancement of interoperability.

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®).

For over a decade, eHealth Initiative has served as a neutral, multi-stakeholder organization that helps connect the dots in healthcare and technology.

eHealth Initiative's mission is to serve as the industry leader convening executives from multi-stakeholder groups to identify best practices to transform healthcare through use of technology and innovation.

The healthcare landscape has evolved rapidly over the past few years. With the evolution of technology, the method and manner of how healthcare is delivered has changed. eHI members share a unique vision to transform care delivery with patient-centric care. Participants are working towards a more cohesive vision of health and healthcare that:

- Reflects a coordinated and collaborative approach;
- Includes timely and relevant patient-focused information and health IT tools available to all;
- Supports high quality and efficient patient care through the use of interoperable health IT and secure data exchange between and across all relevant stakeholders.

Our work is focused on these areas: **Privacy, Analytics/SDOH, Virtual Care & COVID-19**. Working with our members in these key areas, we can positively impact healthcare by improving quality and reducing costs. No special interest group or single stakeholder can make an impact alone. Therefore, it is critical that leaders from all sectors of healthcare band together.

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

1.3 Official joint meetings between the eHI 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 the Associate.

1.5 Such projects as might be jointly undertaken by HL7 and the eHI 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 eHI 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 eHI, the relevant procedures of the respective organization shall be enforced.

2.3 HL7 will provide one free registration to eHI Liaison (or designated EHI representative) for each of its three Working Group Meetings annually. Likewise, eHI will provide one free registration to the HL7 Liaison (or designated HL7 representative) to its meetings annually.

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

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

3.0 Fees and Payments

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

4.0 Obligations

- 4.1 HL7 and the eHI expressly agree:
- a. That ownership rights to HL7 trademarks or standards or eHI 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 eHI.

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

6.0 Warranties

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

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

9.2 HL7 or the eHI 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
eHEALTH INITIATIVE

Signed: 

Jennifer Bordenick
Chief Executive Officer,

Signed: 

Mark McDougall
Executive Director