

13086

## 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

Standards Committee on Dental Informatics (SCDI) of the  
American Dental Association (ADA)  
211 E. Chicago Avenue  
Chicago, IL 60611

Hereinafter identified as the Associate

This SOU shall have an effective date of: September 26, 2011 and will supersede and validate the extension of the Associate Charter Agreement between HL7 and the ADA, which will remain in force until the date of the execution of this Statement of Understanding.

### Statement of Purpose

HL7 has as its mission the goal of providing reliable standards for the exchange, management and integration of data that support clinical patient care and the management, delivery and evaluation of healthcare services. HL7 encourages the creation of flexible, cost-effective approaches, standards, guidelines, methodologies, and related services for the interoperability of healthcare information systems. HL7 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, academics, consultants and systems integrators, and related public and private healthcare service agencies. Recognizing that complementary efforts are underway to create and extend comprehensive standards in the healthcare community, HL7 enters into formal 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.

The ADA is the professional association of dentists committed to the public's oral health, ethics, science and professional advancement; leading a unified profession through initiatives in advocacy, education, research and the development of standards. The ADA is a non-profit, voluntary organization accredited by the American National Standards Institute as a standards development organization (SDO). The ADA SCDI is the standards committee of the ADA that creates standards, specifications, and technical

reports for dental informatics. The ADA SCDI promotes interoperability for the benefit of patients and the profession through the development of dental informatics standards that focus on acquisition, organization, storage, seamless exchange, privacy, security, and utilization of health informatics technologies.

## **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 members involved as well as to the Associate members.

1.4 The parties to this SOU shall appoint liaisons to represent each to the other. It is expected, although not required, that the liaisons 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 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 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 Associate, the relevant procedures of the respective organization shall be enforced.

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

2.3.1 For the express purpose of attending the HL7 WGM, HL7 shall extend to members of the Associate the HL7 members' rate. In turn, the Associate shall recognize HL7 members as Associate participants and extend equivalent meeting privileges.

2.3.2 Members of the Associate, while encouraged to participate in HL7 Work Groups, may not seek leadership positions within HL7 unless they also hold HL7 membership.

2.4 Subject to paragraph 2.6, 2.6.1, and 2.6.2 hereof, participation in HL7 through the Associate does not convey free access to or the right to distribute any HL7 intellectual property.

2.5 HL7 and the Associate support and encourage the harmonization of any information model(s) with the HL7 Reference Information Model (RIM).

2.6 With regard to any standards developed by ADA SCDI pursuant to this Statement of Understanding and/or the Associate Charter Agreement between ADA SCDI and HL7:

2.6.1 ADA reserves the right to sell, independently and without accounting to HL7 for such sales, standards as described in 2.6 above.

2.6.2 ADA reserves the right to use such standards for purposes of developing, testing, and evaluating both certification and implementation criteria for dental electronic records and informatics technologies, and to use such criteria to certify and/or validate performance against such criteria, whether or not for revenue or commercial gain, and whether in connection with private or governmental ventures.

2.7 ADA agrees to provide notice to any third party with which it engages in the activities described in 2.6.2 that, with respect to other HL7 standards not used in connection with such activities, the third party must comply with HL7's copyrights.

### **3.0 Fees and Payments**

3.1 If the Associate is a member-based organization, then members of the Associate are encouraged to attend any HL7 sponsored events. Registration shall occur through the Associate to validate membership. Fees shall be the responsibility of the individual and shall be assessed at the current HL7 membership rate.

3.2 HL7 members may, in turn, register for any Associate sponsored event through HL7 headquarters. HL7 member's attendance at Associate-sponsored events shall be at the member/preferred rate and shall be the responsibility of the individual.

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

### **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.

### **5.0 Warranties**

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

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

6.3 The following Sections and/or provisions shall survive the expiration or termination of this SOU: 2.6, 2.6.1, and 2.6.2, and any provision of this SOU that, given its purpose, interpretation, or context, logically should survive the expiration or termination of this SOU.

### **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 the Associate.

8.2 HL7 or the Associate 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:

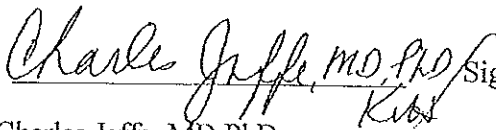
For

HL7 INTERNATIONAL

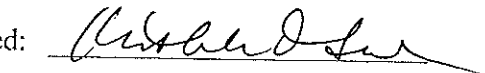
For

STANDARDS COMMITTEE ON  
DENTAL INFORMATICS (SCDI) OF  
THE AMERICAN DENTAL  
ASSOCIATION (ADA)

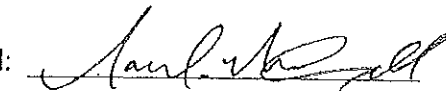
Signed:

  
Charles Jaffe, MD PhD  
Chief Executive Officer

Signed:

  
Kathleen T. O'Loughlin, DMD, MPH  
Executive Director  
American Dental Association

Signed:



Signed:

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Mark McDougall  
Executive Director