

# Health Level Seven International – Object Management Group

## Associate Charter Agreement

This Associate Charter Agreement shall be effective on the Effective Date written below and is between:

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

and

Object Management Group, Inc. (“OMG”)  
250 First Ave., Suite 100  
Needham, MA 02494

Effective Date: April 12, 2010

### 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 between 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, 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 associative agreements to further these goals. 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. This Agreement defines and governs the rights and obligations of Associates, in particular OMG.

The Object Management Group (OMG) is an open membership, not-for-profit consortium that produces and maintains computer industry specifications for interoperable enterprise applications. OMG's membership includes virtually every large company in the computer industry, and hundreds of smaller ones. OMG develops, maintains and promulgates specifications for interoperability and portability for both horizontal, industry-wide systems (including standards such as the Unified Modeling Language and the Model Driven Architecture set of specifications), as well as standards for use in vertical application domains (from Healthcare to Finance, Telecommunications to Transportation, Embedded Systems to Systems Engineering). As such, interactions with other standards-development organizations such as

HL7 are critical, and this agreement therefore defines the relationship between OMG and HL7.

Both parties agree to collaboration including, but not limited to, the HSSP suite of standards

## **1.0 Introduction**

1.1 An entity is eligible to be established as an official Associate organization, at the discretion of the HL7 Board of Directors, based upon the entity's petition to HL7 for Associate status, which includes the required signatory of the entity's Board of Directors or authorized representative. HL7 is eligible to be established as a Domain Member of OMG, at the discretion of OMG.

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

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

1.4 The parties to this Agreement shall appoint a liaison to represent each to the other. It is expected, although not required, that the liaison will hold joint membership.

1.5 Such projects as might be jointly undertaken by HL7 and OMG 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 HL7 and OMG agree to provide one another, without charge, reciprocal organizational memberships. HL7 agrees to provide a Government Agency/Association organization membership, which grants one voting membership to the OMG Liaison, who may then vote on all HL7 specifications and in all elections. OMG will, in turn, provide a Domain membership to HL7, which allows the HL7 Liaison to vote on all HSSP specifications at OMG.

2.2 Meetings of a given HL7 Work Group (WG) or OMG may be convened and conducted as a joint meeting of the two organizations.

2.3 HL7 will recognize members of OMG as members of the respective WG for the express purpose of participation in the WG meeting. In turn, OMG will recognize HL7 members as associate members and extend such privileges as that entails.

2.4 Such joint meetings will at all times be conducted so as to remain within the rules of both HL7 and OMG. When voting within the meeting context to propose changes to either standard, or to conduct other business specific to either HL7 or OMG, the relevant procedures of the respective organization shall be enforced.

2.5 Other than the straw votes taken at actual committee meetings, OMG members may not participate in HL7 chapter or general membership ballots unless they also hold HL7 membership.

2.6 OMG members, while encouraged to participate in a WG, may not seek leadership positions within HL7 unless they also hold HL7 membership.

2.7 OMG's Associate membership does not convey free access to or the right to distribute the HL7 standard.

2.8 HL7 supports and encourages the harmonization of the Associate's information model(s), if such exist, with the HL7 Reference Information Model (RIM).

### **3.0 Fees and Payments**

3.1 Members of OMG may and are encouraged to attend any HL7 sponsored events, subject to procedures to be agreed upon between HL7 and OMG, and payment of appropriate fees to HL7.

3.2 HL7 members may, in turn, attend any OMG sponsored events, subject to procedures to be agreed upon between OMG and HL7, and payment of appropriate fees to OMG.

3.3 Since members of one organization attending a meeting of the other organization will register directly with, and pay registration fees directly to, the other organization, no monies shall be exchanged between OMG and HL7.

### **4.0 HL7 and OMG Obligations**

4.1 OMG will be responsible for forwarding to HL7 their working group and/or plenary meeting schedules on an annual basis for reference. HL7 will be responsible for forwarding to OMG their working group and/or plenary meeting schedules on an annual basis for reference.

4.2 OMG expressly agrees to the following:

- a. That no ownership rights to the Standard or HL7 Trademarks are transferred; and
- b. To comply with all provisions of this Agreement applicable to OMG.

4.3 HL7 expressly agrees to the following:

- a. That no ownership rights to OMG Specifications or OMG Trademarks are transferred; and
- b. To comply with all provisions of this Agreement applicable to HL7.

### **5.0 Warranties**

5.1 The parties hereto make no express or implied warranties other than those contained in this Agreement.

## 6.0 Termination

6.1 Either party may terminate this Agreement upon 30 days written notice.

## 7.0 Term

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

7.2 HL7 reserves the right to propose alterations to this agreement at any time by an action of the HL7 Board of Directors. OMG will be given sixty (60) days to adopt any new changes and/or amendments to this agreement, and to acknowledge in writing to HL7 the acceptance of such changes and/or amendments. In the event any such changes are unacceptable, OMG may take advantage of the Termination provisions afforded above.

7.3 OMG reserves the right to propose alterations to this agreement at any time by an action of the OMG Board of Directors or its appointees. HL7 will be given sixty (60) days to adopt any new changes and/or amendments to this agreement, and to acknowledge in writing to OMG the acceptance of such changes and/or amendments. In the event any such changes are unacceptable, HL7 may take advantage of the Termination provisions afforded above.

## 8.0 Miscellaneous


8.1 This Agreement constitutes the entire agreement and complete understanding of the parties hereto.

8.2 This Agreement may only be modified by a signed amendment, duly executed by both parties.

Authorized Signatures:

**HEALTH LEVEL SEVEN  
INTERNATIONAL**

**OBJECT MANAGEMENT GROUP, INC.**

Sign: 

Charles Jaffe, MD, PhD  
Chief Executive Officer, HL7

Sign: 

Mark McDougall  
Executive Director, HL7

  
Sign: \_\_\_\_\_

Richard Soley Ph.D.  
Chairman and CEO, OMG