

# **Health Level Seven International (HL7) – Institute of Electrical and Electronics Engineers (IEEE)**

## **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

Institute of Electrical and Electronic Engineers, Inc. (IEEE)  
a New York not-for-profit corporation with its corporate headquarters located at  
3 Park Avenue, 17<sup>th</sup> floor  
New York, NY 10016-5997 U.S.A.

Hereafter referred to as “the Associate.”

Effective Date: August 1, 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.

The Institute of Electrical and Electronic Engineers (IEEE) is dedicated to the management and integration of data that support clinical patient care and the management, delivery and evaluation of healthcare services. IEEE encourages the creation of flexible, cost-effective approaches, standards, guidelines, methodologies, and related services for the interoperability of healthcare information systems. IEEE 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, IEEE 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.

## **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.

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 meeting agenda.

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.

## **2.0 Project Objectives and Agreements:**

2.1 The Associate liaison to HL7 will be invited to participate in HL7 Health Care Devices Work Group meetings acting as an advocate for standards-based medical device connectivity. If the liaison is an HL7 member, they will be able to cast a vote during the WG's meetings.

2.2 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.

### **3.0 Rights Granted**

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

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

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

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

3.5 Associate members, while encouraged to participate in HL7 WGs, may not seek leadership positions within HL7 unless they also hold HL7 membership.

3.6 Associate membership does not convey free access to or the right to distribute the HL7 standard or IEEE standards.

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

### **4.0 Fees and Payments**

4.1 Members of the Associate may and are encouraged to attend any HL7 sponsored events. Registration shall occur through the Associate to validate membership. Fees will be assessed at the HL7 membership rate.

4.2 HL7 members may, in turn, attend any Associate sponsored events. Associate membership fees shall apply to HL7 members who register through HL7 headquarters.

4.3 No monies shall be exchanged between the Associate and HL7.

### **5.0 Associate Obligations**

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

5.2 The Associate expressly agrees to the following:

- a. That no ownership rights to the Standard or HL7 Trademarks are transferred; and
- b. That no ownership rights to IEEE standards, standard components (e.g., models or terminologies), or IEEE trademarks are transferred; and
- c. That there will be no exchange of mailing lists or general membership information; and
- d. To comply with all provisions of this Agreement applicable to the Associate.

## **6.0 Warranties**

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

## **7.0 Termination**

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

## **8.0 Term**

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

8.2 HL7 and the Associate reserve the right to propose alterations to this agreement at any time by an action of their respective Boards of Directors. In such cases, the other party will be given sixty (60) days to adopt any new changes and/or amendments to this agreement, and to acknowledge in writing to the other party the acceptance of such changes and/or amendments. In the event any such changes are unacceptable, either party 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, INC.**

Sign: Charles Jaffe, MD, PhD

Charles Jaffe, MD, PhD

Chief Executive Officer, HL7

**IEEE Standards Association (IEEE-SA)**

Sign: Judith Gorman

Judith Gorman

IEEE-SA Managing Director

Sign: Mark McDougall

Mark McDougall

Executive Director, HL7

Sign: Susan O Vogel

Sue Vogel

IEEE-SA Director of Technical Programs