

June 11, 2010

**Extension of Associate Charter Agreement between
Health Level Seven International (HL7) and
the National Council for Prescription Drug Programs (NCPDP)**

As provided in Section 7.1 of the August 10, 2004 Associate Charter Agreement between Health Level Seven, Inc. and the National Council for Prescription Drug Programs, inc., both parties agree to extend the agreement for a subsequent two-year term, which will expire on August 9, 2012.

Authorized Signatures:

**HEALTH LEVEL SEVEN
INTERNATIONAL**

**NATIONAL COUNCIL FOR
PRESCRIPTION DRUG PROGRAMS**

Sign:



Charles Jaffe, MD, PhD
CEO, HL7 International

Sign:



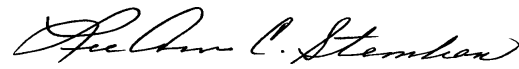
Dale A. Chamberlain
Chair, NCPDP Board of Trustees

Sign:



Mark McDougall
Executive Director, HL7

Sign:



Lee Ann Stember
President, NCPDP

Health Level Seven, Inc
and the
National Council for Prescription Drug Programs, Inc.
Associate Charter Agreement

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

Health Level Seven, Inc. (HL7)
3300 Washtenaw Avenue, Suite 227
Ann Arbor, Michigan 48104-4261

and

National Council for Prescription Drug Programs, Inc. (NCPDP)
9240 East Raintree Drive
Scottsdale, AZ 85260

otherwise identified as the Associate.

Effective Date: 8/10, 2004

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, 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.

1.0 Introduction

1.1 An entity is eligible to be recognized as an official Associate organization, at the discretion of the HL7 Board of Directors, based upon the entity's petition to 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 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.

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 Meetings of the HL7 working groups or the Associate may be convened and conducted as a joint meeting of the two organizations.

2.2 HL7 will recognize members of the Associate as members of HL7 for the express purpose of participation in working group meetings. In turn, the Associate will recognize HL7 members as Associate participants and extend such privileges as that entails.

2.3 Such joint meetings will at all times be conducted so as to remain within the rules of the host organization. When voting within the 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.

2.4 Members from the Associate, while encouraged to participate in HL7 working groups, may not seek leadership positions within HL7 unless they also hold HL7 membership.

2.5 Membership through the Associate does not convey free access to or the right to distribute the HL7 standard.

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

3.0 Fees and Payments

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

3.2 HL7 members may, in turn, attend any Associate sponsored events. Associate member's fees shall apply to HL7 members who register through HL7 headquarters.

3.3 No monies shall be exchanged between the parties hereto.

4.0 Obligations

4.1 The parties hereto expressly agree to the following:

- a. That no ownership rights to Trademarks or Standards are transferred or assigned; and
- b. That there will be no exchange of mailing lists or general membership information; and
- c. To comply with all provisions of this Agreement.

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.

8.0 Miscellaneous

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

8.2 The parties hereto may propose alterations to this agreement in writing upon appropriate action of their respective Board of Directors. The receiving party shall be afforded sixty (60) days to adopt any proposal for change and/or amendment to this agreement and shall acknowledge such acceptance in writing to the submitting party. In the event such proposals are deemed unacceptable, either party may execute the Termination provisions afforded above.

Authorized Signatures:

HEALTH LEVEL SEVEN, INC.

**NATIONAL COUNCIL FOR
PRESCRIPTION DRUG PROGRAMS,
INC.**

Signed: 

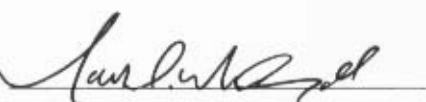
Mark Shafarman

Chair, HL7 Board of Directors

Signed: 

John Lavin

Chair, NCPDP Board of Trustees

Signed: 

Mark McDougall

Executive Director, HL7

Signed: 

Lee Ann C. Stember

President, NCPDP

June 2004

ADENDUM TO: HL7 NCPDP Associate Charter Agreement

NCPDP - National Council for Prescription Drug Programs
HL7 – Health Level Seven, Inc.

RE: NCPDP SCRIPT/HL7 Harmonization and Mapping Effort

Project Proposal

To begin work on creating a standardized mapping of the National Council for Prescription Drug Programs (NCPDP) SCRIPT Standard and the correlating portions of Health Level 7 standard for the purpose of a common standardized approach for industry participation. The project would include a process for keeping the mapping document current as applicable standards are updated.

Roles

A team approach is suggested to create a spirit of cooperation and coordination of this effort. Should grant funds be sought, NCPDP will supply the administrative role for distribution of funds, administrative scheduling, meeting planning and general facilitation of this effort.

Term

The existing HL7/NCPDP Associate Charter Agreement shall be the guide relating to terms.

Intent

Mapping documents produced from this project will be the property of HL7 & NCPDP for use in their standards purchase packages.

Health Level Seven, Inc

**National Council
for Prescription Drug Programs**



Executive Director Date



President Date
8-10-2004