

# Health Level Seven International

## Associate Charter Agreement

This Associate Charter Agreement shall become 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

Workgroup for Electronic Data Interchange (WEDI)  
12020 Sunrise Valley Drive, Suite 100  
Reston, VA 20191

otherwise identified as WEDI.

Effective Date: March 10 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 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 (SDOs), industry associations or consortia, and other groups that share the vision of improved healthcare through standards.

WEDI's mission is to provide multi-stakeholder leadership and guidance to the healthcare industry on how to use and leverage the industry's collective technology, knowledge, expertise and information resources to improve the administrative efficiency, quality and cost effectiveness of healthcare information.

This Agreement defines and governs the rights and obligations of WEDI in its role as an HL7 Associate.

MAR 15 2010

## **1.0 Introduction**

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

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

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

1.4 The parties to this Agreement shall appoint a liaison to represent each to the other. The WEDI liaison will hold joint HL7 membership, either independently or as one of the 2 voting members that WEDI gets to designate as an HL7 member organization. The HL7 Board meetings are open meetings and may be attended by the WEDI liaison. There is no WEDI designated HL7 Board position, however, as an HL7 member the individual functioning as the WEDI liaison is eligible to run for any of the elected Board positions.

1.5 Such projects as might be jointly undertaken by HL7 and WEDI 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.

1.6 Both HL7 and WEDI recognize the pressing need for accurate, uniform, and current education in the health care industry today. It is the case that some curricula may span the areas of expertise between HL7 and WEDI. In these instances both organizations will strive to facilitate, organize, and co-ordinate educational tasks and objectives to achieve a deliverance of consistent and uniform educational information throughout the industry. Where possible, HL7 and WEDI will commit personnel to conduct the necessary tasks to achieve this mutual objective. At a minimum it is the intent of HL7 and WEDI to share educational documents while respecting one another's copyrights. HL7 will adhere to the WEDI distribution policy for WEDI materials and work products, and WEDI will adhere to the HL7 distribution policy for HL7 materials and work products, as described in each organization's respective policies and procedures.

1.7 From time to time, HL7 and WEDI will undertake joint work efforts to accomplish tasks or projects that contribute to both organizations' objectives. Such tasks or projects will be clearly defined and delineated by a joint project proposal, which must include a succinct description of the proposed project, an estimate of the time required and the resources expected to be committed by each party. In addition, such proposals will define a communication plan where regular reports provide status on joint work efforts, including details on problems/issues and pertinent activities. The goal of this communication is to expeditiously address impacts to projects and avoid duplication of effort. Joint project proposals shall be approved by both parties prior to project commencement.

## **2.0 Rights Granted**

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

2.2 HL7 will recognize members of WEDI as members of HL7 for the express purpose of participation in HL7 working group meetings. In turn, WEDI will recognize HL7 members as WEDI members for purposes of attending WEDI sponsored events and extend such privileges as that entails. Participation in each other's working group meetings does not include voting privileges unless specifically permitted by mutual agreement.

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 a standard, or to conduct other business specific to either HL7 or WEDI, the relevant procedures of the respective organization shall be enforced.

2.4 Members from WEDI, while encouraged to participate in HL7 working groups, may not seek leadership positions within HL7 unless they also hold HL7 membership. Similarly, members from HL7 will be encouraged to participate in WEDI working groups but may not seek leadership positions unless they are WEDI members.

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

2.5a Membership through HL7 does not convey the right to distribute proprietary WEDI material or access rights allocated for members only.

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

2.7 HL7 may be invited to hold a seat on the WEDI Board of Directors. This seat is appointed by WEDI for a one year term renewable on an annual basis.

2.8 HL7 and WEDI agree to provide two complimentary registrations annually to one representative of the other organization. One complimentary registration shall be provided to the HL7 representative to attend the two WEDI National conferences. One complimentary registration shall be provided to the WEDI representatives to each of the two US HL7 Working Group Meetings. Complimentary registration does not encompass registration for paid tutorials or reimbursement for travel expenses.

2.9 HL7 and WEDI may each present on their respective websites the logo, contact information, and description of the relationship with the other created by this agreement. The description should be approved by the party represented by the logo.

### **3.0 Fees and Payments**

3.1 Members of WEDI are encouraged to attend any HL7 sponsored events. Registration shall occur through WEDI to validate membership. Fees will be assessed at the current HL7 membership rate. HL7 is responsible for getting WEDI the event information as soon as possible to prevent late registration.

3.2 HL7 members may, in turn, attend any WEDI sponsored events. WEDI member's fees shall apply to HL7 members who register through HL7 headquarters. Access to the information and resources available through the WEDI website, listservs, etc. shall be limited to 10 HL7 members to be designated by HL7.

3.3 Paid membership is required by both organizations. This membership entitles each organization's liaison and one alternate member representative to full membership privileges.

#### **4.0 Obligations**

4.1 The parties hereto expressly agree:

- a. That ownership rights to HL7 trademarks or standards or WEDI members-only information are neither extended nor transferred; and
- b. That there will be no exchange of mailing lists or general membership information, except that either party may notify their respective memberships of programs and/or activities being conducted by the other party if deemed appropriate; and
- c. That there should be an obligation on each party to notify the other party in writing of any policy or initiative which might be conducted in collaboration with, or might be in direct conflict with, the existing programs and policies of the other organization. Such notification should be made in writing to the designated liaison and administrative staff representative within ten days of identification of such a situation; and
- d. That they will comply with all provisions of this Agreement.

#### **5.0 Warranties**

5.1 The parties hereto make no express or implied warranties other than those that may be 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  
INTERNATIONAL**

**WEDI**

Signed: Charles Jaffe, MD/KW

Charles Jaffe, MD

Chief Executive Officer, HL7

Signed: Michael Ubl

Michael Ubl

Chairman, Board of Directors

Signed: Mark McDougall

Mark McDougall

Executive Director, HL7

Signed: James A. Schuping

James A. Schuping, CAE

Executive Vice President/CEO