

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

Integrating the Healthcare Enterprise International, Inc. (IHE)
c/o RSNA
820 Jorie Blvd.
Oak Brook, IL 60523

Hereinafter identified as the Associate

This SOU shall have an effective date of: May 15, 2011

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.

IHE Statement of Purpose: Integrating the Healthcare Enterprise International, Inc. (IHE) is an organization that enables users and developers of information technology for healthcare to achieve interoperability of systems through the precise definition of healthcare tasks, the specification of standards-based communication between systems required to support those tasks and the testing of systems to determine that they conform to the specifications. The work is managed by IHE committees and sponsored by various national and international bodies. IHE engages developers and users of healthcare IT systems in a collaborative forum for identifying and resolving interoperability problems facing healthcare. IHE promotes and accelerates the

coordinated adoption of established standards by creating and maintaining Technical Documents, including implementation guidelines called IHE Profiles, which are published in a set of documents called the IHE Technical Frameworks. IHE encourages harmonization and global adoption of the guidelines by collaborating with national and regional groups. IHE fosters compatible implementations of the Profiles by organizing testing events and associated educational seminars.

Within IHE, Associate Organizations are Member Organizations that have indicated their support for the goals of the IHE initiative and their willingness to help in communicating information about it to their membership and industry vendors in their environment. These organizations have no specific responsibilities for development or deployment activities. They agree to allow the use of their logo in publications describing the IHE initiative and to share communications about IHE with their membership through periodic email updates and selected printed mailings. They may recruit and support volunteer domain experts from among their membership to take part in domain committee activities.

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 meeting agenda.

1.4 The parties to this SOU shall appoint a liaison to represent each to the other. It is expected, although not required, that the liaison 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 Project Objectives and Agreements

2.1 IHE will employ HL7 standards, in particular those based on the HL7 Reference Information Model (RIM), in profile development as appropriate.

2.2 HL7 and IHE support and encourage the global adoption of healthcare standards.

2.3 HL7 will review IHE profiles that contain HL7 specifications and submit comments or change proposals to IHE during their published comment periods.

2.4 During IHE Profile development that includes proposed HL7 specifications, any HL7 issues identified will be reported back to HL7 for their consideration.

2.5 IHE, through its Liaison, shall provide updates to the HL7 TSC about profile activities under way, or being contemplated, in a timely and agreed-upon manner. In a parallel time frame and manner, HL7 shall reciprocate in this process to the IHE International Inc. Board. The fundamental intent of this activity is to insure cooperation and to avoid conflict and/or duplication of effort in every way possible.

2.6 In IHE activities where HL7 standards overlap with those of other standards development organizations, IHE will notify HL7 and invite the HL7 liaison to join discussions for informational purposes.

2.7 With the approval of HL7 International, representatives of HL7 affiliate organizations may participate in Domain Development Committees of IHE International Inc. as representatives of HL7 International. HL7 affiliate organizations may participate in IHE National and Regional Deployment Committees (national IHE organizations) and develop realm-specific Memoranda of Understanding that reference the present HL7-IHE International Agreement.

2.8 Standards must be developed with a concomitant plan for their maintenance.

3.0 Rights Granted

3.1 The HL7 Working Group Meeting (WGM) or the equivalent Associate assemblage may be convened and conducted as a joint meeting of the two organizations.

3.2 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.

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

3.3.1 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.

3.3.2 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.

3.4 Participation in HL7 through the Associate does not convey free access to or the right to distribute any HL7 intellectual property.

2 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 If the Associate is a member-based organization, then members of the Associate are encouraged to attend any HL7 sponsored events, subject to any relevant fees.

3.2 HL7 members may, in turn, register for any Associate sponsored event, subject to any relevant fees.

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.

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 can not be resolved through negotiation, either party may execute the Termination provisions afforded above.

Authorized Signatures:

For

HL7 INTERNATIONAL



Signed:

Charles Jaffe, MD PhD
Chief Executive Officer
Health Level Seven International

For

IHE INTERNATIONAL

Signed: 

Christopher Carr
Director, Informatics
Radiology Society of North America
Secretary, IHE International, Inc.

Signed: 

Mark McDougall
Executive Director
Health Level Seven International

Signed: 

Joyce Sensmeier MS, RN-BC,
FHIMSS, FAAN
Vice President, Informatics, HIMSS
President, IHE USA

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