



Health Level Seven® International

Unlocking the Power of Health Information

An ANSI accredited standards developer

October 1, 2010

Extension of Associate Charter Agreement between Health Level Seven® International (HL7®) and North American Association of Central Cancer Registries (NAACCR)

As provided in Section 7.1 of the Associate Charter Agreement between Health Level Seven International (HL7) and the North American Association of Central Cancer Registries (NAACCR) both parties agree to extend the agreement for a subsequent two-year term, with an expiration date of October 1, 2012.

Authorized Signatures:

**HEALTH LEVEL SEVEN,
INTERNATIONAL**

**NORTH AMERICAN ASSOCIATION OF
CENTRAL CANCER REGISTRIES**

Sign:

Charles Jaffe, MD, PhD
Chief Executive Officer, HL7

Sign:

Betsy Kohler, MPH, CTR
Executive Director, NAACCR

Sign:

Mark McDougall
Executive Director, HL7

Health Level Seven, 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

North American Association of Central Cancer Registries
2121 W. White Oaks Drive, Suite B
Springfield, IL 62704-7412
otherwise identified as the Associate.

Effective Date: October 1, 2008

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.

The North American Association of Central Cancer Registries (NAACCR) is a professional organization that develops and promotes uniform data standards for cancer registration; provides education and training; certifies population-based registries; aggregates and publishes data from central cancer registries; and promotes the use of cancer surveillance data and systems for cancer control and epidemiologic research, public health programs, and patient care to reduce the burden of cancer in North America.

NAACCR is seeking authorization to distribute the following HL7 standards, via secured websites, to their members:

- HL7 Clinical Document Architecture (CDA)
- HL7 Version 2.5.1
- HL7 Version 2.3.1

1.0 Introduction

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

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 NAACCR is authorized to distribute the HL7 standards listed below per the Terms of Use agreement as defined below:

This Terms of Use Agreement sets forth the standards of use of the NAACCR, Inc. online service of HL7 standards. By taking possession of any HL7 standards hosted by NAACCR, Inc., the 'party' (only non-profit members of NAACCR) receiving the specifications either by download or transfer is subject to the terms and conditions set forth in this agreement. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this service. Terms and conditions are as follows:

- (1) The HL7 standards may only be distributed to employees within, or members of, the 'party'.
- (2) The distribution of the HL7 standards is limited to specific HL7 standards; these are as follows:
 - a. Clinical Document Architecture (CDA), and related, supporting specifications including the appropriate release of the RIM, data types and vocabulary.
 - b. Version 2.3.1 standards
 - c. Version 2.5.1 standards
- (3) The distribution of the HL7 standards is limited to specific forms only; these forms are as follows:
 - a. Posting to an internal intranet that is accessible only by those described in (1).
 - b. By electronic mail sent only to persons described in (1).

- c. Posting to a private, username and password protected FTP site, the username(s) and password(s) of which will only be distributed to persons described in (1).
 - d. Posting to a public website on a page that is username and password protected, the username(s) and password(s) of which will only be distributed to persons described in (1).
 - e. Transfer of recordable media (such as floppy disks or writable/re-writable CDs or DVDs) to persons described in (1).
- (4) The HL7 standards may **not** be distributed by other means; these include, but are not limited to:
- a. Posting to an external website with no username and password protection.
 - b. Posting to a public (anonymous) FTP site.
 - c. Distribution on recordable media to persons other than those described in (1).
 - d. Transfer via electronic mail to persons other than those described in (1).

WARNING: These documents are the property of HL7 and are copyright protected in their entirety. A copyright is on file with the U.S. Copyright Office, Washington, DC, United States Library of Congress. The HL7 and NAACCR, Inc. strictly forbid reproducing, copying, distributing, or disseminating the documents listed in Item 2. a-c above except as specifically outlined above without the prior written permission of the HL7.

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 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. The Associate shall provide a mechanism to HL7 to validate membership during registration for such events. Fees will be assessed at the current HL7 membership rate.

3.2 HL7 members may, in turn, attend any Associate sponsored events at Associate member's rates.

3.3 NAACCR agrees to pay HL7 an annual fee of \$4,000 USD at the beginning of each twelve month period that this agreement is in place.

4.0 Obligations

4.1 The parties hereto expressly agree:

- a. That ownership rights to HL7 trademarks or standards or Associate trademarks or standards are neither extended nor transferred; and
- b. That there will be no exchange of mailing lists or general membership information; and
- c. 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, INC.

**NORTH AMERICAN ASSOCIATION OF
CENTRAL CANCER REGISTRIES**

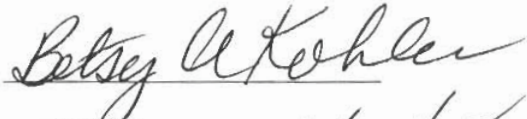
Signed:



Charles Jaffe, MD

Chief Executive Officer

Signed:



Betsy Kohler

Acting Executive Director

9/24/08

Signed:



Mark McDougall

Executive Director,