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

American Medical Informatics Association (AMIA)
143 Rollins Avenue
Rockville, MD 20847
Hereinafter identified as AMIA

This SOU shall have an effective date of: February 1, 2022

Statement of Purpose

The mission of HL7 is to provide standards for interoperability that improve care delivery, optimize workflow, reduce ambiguity, and enhance knowledge transfer among all of our stakeholders, including healthcare providers, government agencies, the vendor community, fellow SDOs and patients. It is the vision of HL7 to provide the standards that empower global health data interoperability. Supported by our members, HL7 is shaping the future of healthcare through making our standards and implementation guides freely available.

HL7 is a not-for-profit, ANSI-accredited standards developing organization dedicated to providing a comprehensive framework and related standards for the exchange, integration, sharing and retrieval of electronic health information that supports clinical practice and the management, delivery and evaluation of health services. HL7 is supported by more than 1,600 members from over 50 countries, including 500+ corporate members representing healthcare providers, government stakeholder, payers, pharmaceutical companies, vendors/suppliers, and consulting firms.

AMIA aims to lead the way in transforming health care through trusted science, education, and the practice of informatics. AMIA connects a broad community of professionals and students interested in informatics. AMIA is the bridge for knowledge and collaboration across a continuum, from basic and applied research to the consumer and public health arenas. AMIA actively supports five domains:

- Translational Bioinformatics
- Clinical Research Informatics
- Clinical Informatics
- Consumer Health Informatics
- Public Health Informatics

AMIA’s program and services are centered around core purposes to:

- Advance the science of informatics
- Promote the education of informatics
• Assure that the health information technology is used most effectively to promote health and health care
• Advance the profession of informatics
• Provide services to its members for professional development

Recognizing that complementary efforts are underway to create and extend comprehensive standards in the healthcare community, HL7 and AMIA are entering into a relationship to further these goals.

This SOU defines the objectives regarding the relationship. Potential areas for collaboration between HL7 and AMIA are outlined in the Appendix of this document.

1.0 Collaboration Guidelines

1.1 Official joint meetings between HL7 and AMIA may occur at the HL7 Working Group meeting (WGM), the equivalent AMIA assemblage or other venue where such meeting serves a common purpose and convenient to AMIA and HL7 meeting calendars and agendas.

1.2 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 AMIA, relevant procedures of the respective organization shall be enforced.

1.3 Members of AMIA, while encouraged to participate in HL7 Work Groups, may not seek leadership positions within HL7 unless they also hold HL7 membership. In turn, HL7 members, while encouraged to participate in AMIA’s committees, task forces, and working groups, may not seek leadership positions within AMIA’s governance unless they also hold an AMIA membership.

1.4 Both parties may establish meetings with other industry organizations when convenient. Both organizations are encouraged to work with other standards organizations toward harmonization.

1.5 The parties to this SOU shall each appoint a liaison for interactions between the parties for the purpose of harmonized standards development. It is expected, although not required, that the liaison hold joint membership in HL7 and the AMIA.

1.6 Such projects as might be jointly undertaken by HL7 and AMIA will be clearly defined and delineated by a joint project proposal which, if approved by both parties, 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 To maximize opportunities to strengthen the collaboration, HL7 shall provide 1 complimentary registration annually to HL7 Working Group meetings and Connectathons to the AMIA liaison or his/her designated representative. Likewise, AMIA shall provide 1 complimentary registration annually to AMIA-sponsored conferences to the HL7 liaison or his/her designated representative. Specifically, registration to ACMI events is precluded from this agreement.

2.2 HL7 shall provide an individual membership to AMIA at no cost. Likewise, AMIA shall provide an individual membership to HL7 at no cost. Specifically, membership in ACMI is precluded from this agreement.
3.0 Fees and Payments

3.1 AMIA members are encouraged to attend any HL7 sponsored events. Fees shall be the responsibility of the individual and shall be assessed at the current HL7 rates. Similarly, HL7 members are encouraged to register for any AMIA sponsored event. HL7 member’s attendance at AMIA-sponsored events shall be the responsibility of the individual.

3.2 No monies shall be exchanged between HL7 and AMIA as a result of this SOU.

4.0 Obligations

4.1 HL7 and AMIA 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 Copyright of Joint Work Documents and Other Productions

5.1 Joint work documents and other productions are intellectual property of, and held under joint copyright of, HL7 and AMIA.

5.2 For the avoidance of doubt, HL7 and AMIA shall both retain ownership of any intellectual property developed independently of the joint work documents and other productions. Should AMIA and HL7 wish to include such intellectual property into any joint work documents and other productions, the owning party shall grant a non-exclusive, worldwide, royalty-free, perpetual license to the other party provided that the included work be properly attributed.

5.3 Both HL7 and AMIA reserve the right to publish the jointly developed work. All publications of the joint work documents and other productions, or parts thereof, shall include the joint copyright statement, and any and all logos or identifying graphics as agreed by the parties.

5.4 HL7, AMIA, or members of HL7 may copy and use the joint work documents and other productions or any part thereof in connection with their business purposes. Members of either HL7 or AMIA may not redistribute the joint work documents and other productions except as permitted in the respective membership agreement.

6.0 Warranties

6.1 HL7 and AMIA make no express or implied warranties other than those that may be contained in or appended to this SOU.

7.0 Termination

7.1 Either HL7 or AMIA may terminate this SOU upon 30 days written notice.

7.2 In the event of such termination, all registrations for HL7 or AMIA sponsored events recorded prior to the termination date shall be honored.

8.0 Term

8.1 This SOU shall have a two-year term, renewing automatically for an additional two-year term unless cancelled in writing by either party at least 90 days prior to the expiration date.
9.0 Miscellaneous

9.1 This SOU constitutes the entire agreement and complete understanding of the relationship between HL7 and AMIA.

9.2 HL7 or AMIA 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 cannot be resolved through negotiation, either party may execute the Termination provisions afforded above.

9.3 Additional collaborations around joint meetings, policy activities, and educational programs can be amended to this SOU as opportunities arise.

Authorized Signatures:

<table>
<thead>
<tr>
<th>For</th>
<th>For</th>
</tr>
</thead>
<tbody>
<tr>
<td>HL7 INTERNATIONAL</td>
<td>AMIA</td>
</tr>
<tr>
<td><strong>Signed:</strong></td>
<td><strong>Signed:</strong></td>
</tr>
<tr>
<td>Charles Jaffe, MD, PhD</td>
<td>Tanya Tolpegin, MBA</td>
</tr>
<tr>
<td>Chief Executive Officer</td>
<td>Chief Executive Officer</td>
</tr>
</tbody>
</table>


APPENDIX

HL7 and AMIA to begin to pursue the following joint work efforts beginning February 1, 2022.

1. Collaboration
   o share meeting calendars among staff to seamlessly avoid conflicts
   o hold quarterly staff meetings to coordinate activities
   o develop communication channels to announce major activities, transitions or leadership changes
   o publicize opportunities within HL7 and AMIA for internships, training and other educational engagements
   o develop a joint, public research-oriented FHIR applications directory [potential]

2. Education
   o Promote on HL7 and AMIA websites the other partner’s educational events, training, content, and meetings
   o promote respective AMIA and HL7 news (i.e. research, initiatives, implementation, etc) on platforms chosen by the host organization
   o potential concrete initiatives
     ▪ jointly host an educational session annually at AMIA’s Annual Symposium
     ▪ jointly produce and market at least one FHIR Application Showcase competition annually (any funding and financial resources must meet AMIA guidelines for events and sponsored activities); a defined RACI chart will be developed for the showcase in 2022 and will be examined annually in the first quarter.
     ▪ HL7 to host and produce a quarterly free Community Roundtable forum, virtually or in-person, to raise awareness of the work being done in the app space to benefit the industry.
     ▪ AMIA and HL7 will review policy priorities quarterly to leverage collaboration potential through unified messaging and voice

3. Policy
   o Where applicable, HL7 and AMIA will extend complimentary participation and promotion of policy meeting and events.
     ▪ HL7 to host quarterly Federal agency webinars on a commitment to FHIR and to respond to relevant NPRMs, including AMIA in the webinar leadership and promotion
     ▪ AMIA to join and actively engage as a member of the new CDC FHIR Accelerator

4. Communication
   o Regular communications through complimentary membership will be augmented by strategic information shared in quarterly meetings.
- Sign-on opportunities for joint communications will be considered for relevant RFIs, NPRM responses, and position statements.