LIAISON AGREEMENT

This Liaison Agreement (the “Agreement”) is entered into effective as of January 31st, 2018 (the “Effective Date”) by and between the Personal Connected Health Alliance (PCHAlliance, home to Continua), an Illinois nonprofit corporation, with its principal office at 33 W. Monroe St., Suite 1700, Chicago, IL 60603 (“PCHAlliance”), HL7 International (HL7), and the HL7 FHIF Foundation (FHIF), both of which have their principal office at 3300 Washtenaw Avenue, Suite 227, Ann Arbor, MI 48104.

BACKGROUND

HL7, FHIF and PCHAlliance have identified certain areas of mutual interest, as further described below within Exhibit A Work Areas. Each party believes that it would be mutually beneficial to share certain information, documents, tools and site access within the defined areas of mutual interest and to cooperate as described in this Agreement. The parties therefore seek to structure and strengthen their relationship and to foster closer cooperation through this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereto, in consideration of the mutual rights and obligations set out herein, hereby agree as follows:

1. Definitions.

For the purposes of this Agreement:

(a) “Contact Person” means the representative of each party who is responsible for overseeing implementation of this Agreement. Each party’s initial Contact Person is listed in Exhibit B, attached hereto and incorporated herein. A party may change its Contact Person by giving written notice to the other party.

(b) “Contributions” means any work which may be encumbered by Intellectual Property Rights (“IPR”), as defined below.

(c) “Documents” means copies of working documents and drafts within the Work Areas.

(d) “Intellectual Property Rights (“IPR”)” means patents and pending patent applications, copyrights covering software or firmware, and mask works on integrated circuit mask sets, whether in existence now or created, invented or developed in the future.

(e) “Work Areas” means the agreed work areas described in Exhibit A hereto, as modified from time to time by mutual written agreement of the parties.

2. Areas of Mutual Interest.
(a) The parties shall agree on specific areas of mutual interest that they wish to address jointly and shall designate these areas as “Work Areas” under this Agreement.

(b) The parties shall exchange, upon request, on a regular basis and free of charge, information on relevant work programs in areas of mutual interest subject to and in accordance with the terms and conditions of this Agreement.

3. Documents.

(a) Upon request, each party agrees to make available to the other party copies of Documents within the Work Areas unless the Document holder objects.

(b) Such Documents are only to be made available to the members and to the affiliates of such members of PCHAlliance, HL7, and FHIRF and solely for the purpose of activities relating to this Agreement.

(c) The method of access for the Documents is set forth in Exhibit C. A party may modify the method of access to its Documents by giving written notice of the changes to the other party.

(d) PCHAlliance, HL7, and FHIRF undertake to use reasonable commercial efforts to exchange Documents via e-mail and, when appropriate, by electronic download from its Web site or from an FTP site.

(e) Each party agrees to reproduce any warranty disclaimers or limitations of liability which are included in any Documents or other materials made available to it under this Agreement.

(f) With respect to the Documents and other materials that each party provides to the other:

(i) The party disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, patents, patent applications, or other intellectual property rights, and will take no position on the validity or scope of any such rights.

(ii) The party takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in a Document or the extent to which any license under such rights might or might not be available; nor does it represent that it has made any effort to identify any such rights.

4. Observers.

(a) At either (i) the invitation of the Contact Person of the hosting party or (ii) if, at the request of the other party, the Contact Person of the hosting party so agrees, PCHAlliance, HL7, or FHIRF observers (“Observers”) may attend and participate in the other party’s meetings. Either party may designate any part or parts of its meeting as “closed” and the
other party’s Observer may not attend or participate in such “closed” sessions. Attendance by an Observer is subject to the agenda containing items of mutual interest (as determined by the chairperson of the hosting party’s technical body/group, or by an executive officer of the hosting party). All Observers should be familiar with and comply with their obligations under this Agreement, as well as all of the hosting party’s rules and policies that are applicable to meeting attendance.

(b) Observers may submit technical proposals to the chairperson of the group/body in which they are participating, provided, however, that Contributions shall only be submitted pursuant to the terms set forth in section 6 of this Agreement. For example, HL7 and FHIRF observers - who are also members of PCHA Alliance may make Contributions only in their capacity as PCHA Alliance member(s) under PCHA Alliance membership rules, including its IPR policy and PCHA Alliance member(s) who are also observers in HL7 or FHIRF may make Contributions only in their capacity as HL7 or FHIRF experts under HL7 or FHIRF rules, including their IPR policy. Such Contributions must be clearly documented to be made by expert(s) or member(s) of the organization to which the Contribution is made.

(c) In the event that an Observer is a member or expert of both PCHA Alliance and HL7 or FHIRF, the Observer will inform the chairperson of the group/body in which he or she is participating of the affiliation being represented, which must remain consistent during the course of that meeting. If the Observer does not disclose their affiliation, it will be presumed that they attend as a member of the hosting party.

5. **Confidential Information.**

(a) Under the terms of this agreement neither the HL7 or FHIRF nor PCHA Alliance shall disclose Confidential or Proprietary Information. It is understood by both parties that the framework of this Liaison Agreement does not allow for the proper protection of such Information. Should a party still decide to disclose Confidential or Proprietary Information that party agrees that it does so at its own risk. Under no circumstance will the other party be held liable if such Confidential or Proprietary Information should reach the public domain.

(i) Both parties commit to share or copy documents only as necessary or useful for the purposes set forth herein. Both parties will abstain from reverse engineering, reverse compiling or attempting to derive the composition or underlying information of any obtained information except as necessary or useful for the purposes set forth herein;

(b) The following is considered Non-Confidential Information:

(i) matters that are public knowledge; or

(ii) information that was rightfully in the possession of one of the parties prior to the exchange of information and which was not previously acquired under an obligation of confidentiality; or

(iii) was rightfully disclosed to the receiving party without restriction by another person who has the lawful right to so disclose; or
(iv) for which either party can demonstrate that it has been independently
developed by them without access to Confidential Information; or

(v) is lawfully disclosed.

(c) Notwithstanding anything to the contrary herein, the parties agree that disclosure of Confidential Information under this Agreement to a "party" does not include disclosure of Confidential Information between experts in HL7 or FHIRF or members of PCHAlliance, including, without limitation, pursuant to meetings described herein, but rather only relates to Confidential Information disclosed between employees or agents of HL7 or FHIRF or PCHAlliance. Additionally, and notwithstanding anything to the contrary herein, neither party shall be responsible for breaches of this Agreement or liability under this Agreement caused by its experts or members.


(a) Contributions may be made to PCHAlliance by experts active in HL7 or FHIRF who are also members of PCHAlliance only in their capacity as PCHAlliance members under PCHAlliance membership rules, including its IPR policy.

(b) Contributions may be made to HL7 or FHIRF by members of PCHAlliance who are also experts active in HL7 or FHIRF only in their capacity as individual experts nominated by an HL7 or FHIRF National Committee under HL7 or FHIRF membership rules, including its IPR policy.

(c) Neither party acquires ownership of any intellectual or industrial property rights under this Agreement or through any disclosure hereunder. No license to any patent, trademark, copyright or other proprietary right is granted in this Agreement or through any disclosure hereunder except where expressly stated. Each Receiving Party obtains only a limited right to use the Disclosing party's information for the limited purposes set forth in this Agreement, as provided in Section 5.

(d) Each party agrees that, to the extent practicable, all confidentiality and copyright notices will be maintained on and will not be removed from any Documents (and copies thereof).

7. Copyright of Materials.

(a) The chairperson of a technical body/group of one of the parties may agree to incorporate into a published document text and/or graphics provided by the other party ("Submitted Materials") where the copyright in such text or graphics is owned solely by that other party and with the consent of the other party, and in line with HL7 or FHIRF copyright rules.

(b) In the event PCHAlliance and HL7 or FHIRF determine that it would be mutually beneficial to co-develop any materials, they will separately negotiate and reach a written agreement on the terms of such co-development, including the ownership of work
product and such other matters as they may consider being the appropriate topics of special negotiation.

8. **Term and Termination.** This Agreement shall come into force on the Effective Date and shall, without cancellation by either party, remain in force for a period of two (2) years from the Effective Date, and be automatically renewed in two year intervals, until terminated by either party upon thirty (30) days’ written notice to the other party. It is expressly agreed that all the provisions in sections 1 (Definitions), 5 (Confidential Information), 6 (Intellectual Property Rights), 7 (Copyright of Materials), 8 (Term and Termination), 9 (Warranty Disclaimer), 10 (Limitation of Liability) and 11 (General) shall survive the termination or expiration of this Agreement for any reason.

9. **Warranty Disclaimer.** EACH PARTY PROVIDES ALL DOCUMENTS, INFORMATION, AND OTHER MATERIALS ON AN “AS IS” BASIS AND EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING THERETO, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE AND NONINFRINGEMENT. NEITHER PARTY MAKES ANY REPRESENTATIONS WITH RESPECT TO THE ACCURACY OF ANY INFORMATION OR ANY DOCUMENT AND DISCLAIMS ANY AND ALL WARRANTIES RELATING THERETO.

10. **Limitation of Liability.** EXCEPT WITH RESPECT TO A BREACH OF ITS OBLIGATIONS UNDER SECTION 5 (CONFIDENTIAL INFORMATION) AND LIABILITY RESULTING FROM ITS CRIMINAL OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, THE PARTIES ACKNOWLEDGE THAT ANY RELIANCE UPON THE CONTENTS OF DRAFT DOCUMENTS SHALL BE AT THE SOLE RISK OF THE RECIPIENT THEREOF. THE RECIPIENT DOES HEREBY WAIVE ANY AND ALL CLAIMS OF DETRIMENTAL RELIANCE BASED UPON LATER CHANGES TO DRAFT DOCUMENTS BY THE PROVIDERS THEREOF.

11. **General.**

   (a) This Agreement supersedes all prior discussions and constitutes the entire agreement between the parties with respect to the subject matter hereof. Except for changes to Exhibits B and C and the parties to receive notice, no change in, modification of or addition to the terms and conditions contained herein will be valid as between the parties unless set forth in a writing which is signed by authorized representatives of both parties and which specifically states that it constitutes an amendment to this Agreement. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of any other term, provision or condition of this Agreement.

   (b) Nothing contained herein shall be deemed to obligate either party to incorporate the materials presented by the other party.
(c) It is expressly declared that this Agreement and the relationships between the parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between them. Neither party has the right to act on behalf of or bind the other party in any manner.

(d) Without the prior written consent of the other party to this Agreement, neither party will issue a press release or other public statement regarding the terms of this Agreement. Each party may note the existence of this Agreement.

(e) This Agreement shall be governed by and interpreted in accordance with the laws of Geneva, Switzerland as applied to agreements entered into and fully performed therein by residents thereof.

(f) All notices or other communications permitted or required under this Agreement must be in writing in the English language and must be delivered by personal delivery, or facsimile or e-mail transmission or by commercial express courier service postage prepaid, and shall be deemed given upon personal delivery, or three (3) days after deposit with commercial express courier service, or upon acknowledgement of receipt of facsimile or e-mail transmission, whichever shall first occur. Notices shall be sent to the Contact Persons and to the Chairman of the Board (PCHAlliance), CEO (HL7) and Chairman (FHIRF) of the respective parties at the addresses as set forth above and in Exhibit B or such other address as either party shall have furnished to the other pursuant to this section.

PCHAlliance and Continua, a division of PCHAlliance

Signature: Michael J. Kirwan
Print Name: Michael J. Kirwan
Vice President of Continua

HL7 International

Signature: Charles Jaffe, MD. PhD
Chief Executive Officer

HL7 FHIR Foundation

Signature: Stanley M Huff
Chair, HL7 FHIR Foundation
EXHIBIT A

WORK AREAS

This trilateral agreement seeks to establish closer alignment between the subject organizations as follows:

- **Collaboration**
  - **Roadmap/Lifecycle of Guidelines:** Establish lines of communication between each organization to discuss and address use-case overlaps and extension requests that Continua Design Guidelines and referenced specifications do not cover.
  - **Referencing:** Allow the other party to make normative references to the interface specifications of the other party, subject to such reasonable terms and conditions as the authoring party may impose.

- **Marketing**
  - **Event Planning:** Establish a process to discuss and potentially plan events for joint demonstrations of products conforming with each party’s specifications.
  - **Marketing Materials:** Establish lines of communication to draft and disseminate mutually agreeable marketing materials and press releases explaining the relationship of the parties and their derivative products where applicable.
  - **Education:** Establish lines of communication to draft and disseminate mutually agreeable educational and training material.
  - **Communications:** Develop clear communications regarding the synergies and best application practices between each party.

- **Technical**
- **Staff Access**: Establish a process to allow each organization’s staff personnel access to relevant materials and tools on each party’s membership site (access to tools via software libraries, if necessary). For PCHAlliance access to be provided to PCHAlliance’s Vice President and Technical Director. For HL7 International, access to be provided to HL7’s Chief Technology Officer.

2. **HL7 FHIR Foundation and PCHAlliance|Continua**
   - **Collaboration**
     - **Roadmap/Lifecycle of Guidelines**: Establish lines of communication between each organization to discuss and address use-case overlaps and extension requests that Continua Design Guidelines and referenced specifications do not cover. For the FHIR Foundation, PCHAlliance shall abide by the “Policies for Hosting Implementation Guides and Other Third-Party Artifacts on the FHIR.org Website”.
     - **Referencing**: Allow the other party to make normative references to the interface specifications of the other party, subject to such reasonable terms and conditions as the authoring party may impose.

   - **Marketing**
     - **Event Planning**: Establish a process to discuss and potentially plan events for joint demonstrations of products conforming with each party’s specifications.
     - **Marketing Materials**: Establish lines of communication to draft and disseminate mutually agreeable marketing materials and press releases explaining the relationship of the parties and their derivative products where applicable.
     - **Education**: Establish lines of communication to draft and disseminate mutually agreeable educational and training material.
     - **Communications**: Develop clear communications regarding the synergies and best application practices between each party.

   - **Technical**
     - **Staff Access**: Establish a process to allow each organization’s staff personnel access to relevant materials and tools on each party’s membership site (access to tools via software libraries, if necessary). For PCHAlliance access to be provided to PCHAlliance’s Vice President and Technical Director. For HL7 FHIR Foundation, access to be provided to HL7’s Chief Technology Officer.

3. **HL7 International, HL7 FHIR and PCHAlliance**
   - **Strategic**
     - **Board Participation**: Establish a process to enable strategic discussions between each organization’s board when necessary and by invitation only.
- **New Opportunities:** Assess new opportunities for joint collaboration (e.g., new joint tools, source-code, products, Profiles, new Continua guidelines, etc).

- **Connectathon/Plugfests & other Testing Events:** Establish a process for joint Connectathons and Plugfests on an annual basis. Continua, a major initiative of PCHA, has driven specifications through HL7 International and would like to test both the specifications developed as well as the Continua Design Guidelines within potential testing events and hackathons.
EXHIBIT B
CONTACT PERSONS

PCHAliance
Name: Michael J. Kirwan, VP Continua
E-mail Address: mkirwan@pchalliance.org
Phone number: 913-207-8226

HL7 International
Name: Wayne Kubick, CTO, Health Level Seven International
E-mail Address: wkubick@HL7.org
Phone number: 847-842-1846
EXHIBIT C

DOCUMENTS

METHOD OF ACCESS

From PCHAlliance:

PCHAlliance and Continua working documents are available on its Web site and may be accessed at https://members.pchalliance.org

From HL7 International:

HL7

HL7 International working documents are available on its Web site and may be accessed at www.wiki.hl7.org

From HL7 FHIR Foundation

FHIR Foundation working documents are available on its Web site and may be accessed at www.fhir.org.