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

Pharmaceutical Users Software Exchange (PhUSE)
Kent Innovation Centre
Millennium Way
Kent
CT10 2QQ
England
UK

Hereinafter identified as PhUSE

This SOU shall have an effective date of:  September 17, 2018

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.

PhUSE is an Independent, Not-for-profit organization run by volunteers. Since its inception, PhUSE has expanded from its roots as a conference for European Statistical Programmers, to a global platform for the discussion of topics encompassing the work of Data Managers, Biostatisticians, Statistical Programmers and eClinical IT professionals.
1.0 Introduction

1.1 PhUSE and HL7 may establish similar meeting schedules. PhUSE and HL7 are also encouraged to work with other standards organizations toward harmonization.

1.2 Official joint meetings between PhUSE and HL7 may be scheduled where such meetings serve a common purpose.

1.3 The parties to this SOU shall each appoint a liaison for interactions between the parties. It is not required, that each liaison hold joint membership in HL7 and PhUSE.

1.4 Such projects as might be jointly undertaken by HL7 and PhUSE 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.

2.0 Rights Granted

2.1 Members of the PhUSE, 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 PhUSE's Work Groups, may not seek leadership positions within the PhUSE's Work Groups unless they also hold PhUSE membership.

3.0 Fees and Payments

3.1 No monies shall be exchanged between HL7 and the PhUSE as a result of this SOU.

3.2 Members of either organization are encouraged to attend the events of the other. Fees shall be the responsibility of the individual.

4.0 Obligations

4.1 HL7 and the PhUSE expressly agree:

   a. That ownership rights to HL7 trademarks or standards or PhUSE trademark or standards are neither extended nor transferred; and

   b. That there shall be no exchange of mailing lists or general membership information; and

   c. That they will comply with all provisions of this SOU.

5.0 Joint Work Product Copyright

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

5.2 Both HL7 and PhUSE reserve the right to publish the jointly developed work for the benefit of their members. All publications of the joint work product, or parts thereof, shall include the joint copyright statement and any and all logos or identifying graphics as agreed in the initial issuance.

5.3 Members of either HL7 or PhUSE may copy and use the work or any part thereof in connection with the business purposes of the member. Members of either HL7 or PhUSE may not reproduce or redistribute the joint work products except as permitted in the respective membership agreement.
5.4 Joint work products must be made freely available to all members and non-members alike in front of any established firewalls.

6.0 Warranties

6.1 HL7 and the PhUSE 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 the PhUSE may terminate this SOU upon 30 days written notice.

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

8.0 Term

8.1 This SOU shall have a two-year term, renewable upon expiry by written agreement for subsequent two-year terms.

9.0 Miscellaneous

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

9.2 HL7 or the PhUSE 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.
Authorized Signatures:

For
HL7 INTERNATIONAL

Signed:
Charles Jaffe, MD PhD
Chief Executive Officer

Signed:
Mark McDougall
Executive Director

For
PhUSE

Signed:
Chris Price
Working Groups Director

Signed:
Scott Bahalavouni
Working Groups Director