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

HIMSS EUROPE Europe GmbH
Lennestr. 9
10785 Berlin, Deutschland
Hereinafter identified as the Associate

This SOU shall have an effective date of: January 15, 2016

Statement of Purpose

HL7’s mission is to empower global health data interoperability by developing standards and enabling their adoption and implementation. It 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.

HL7’s European Office is known at the HL7 International Foundation. The objectives of HL7 Foundation in collaboration with the Affiliates currently established in more than 19 European Countries are: (a) to promote and encourage the use of HL7 frameworks and protocol specifications that serve the needs of the European community by health systems and service providers; (b) to seek formal accreditation for these HL7 protocol specifications where necessary; and (c) to enable high quality, cost-effective use of information systems in the widest variety of health and healthcare related environments.

Recognizing that complementary efforts are underway to create and extend comprehensive standards in the healthcare community, HL7 enters into 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.

HIMSS Europe is a voice, advisor, and thought leader of transformation through health IT. As an independent organization with innovation at heart, HIMSS EUROPE Europe unites and engages key stakeholders across the health and care ecosystem through events, medial analytics
and communities that are focused on helping healthcare systems to define their IT strategies meanwhile supporting the healthcare industry to improve its services.

By defining a high quality, Pan-European platform to collaborate and exchange best practice, news, information and data, HIMSS Europe has a unique breadth and depth of expertise and capabilities to improve the quality, safety and efficiency of health and care and deliver more effective patient outcomes.

HL7 International and HIMSS Europe are entering into this agreement to explore collaboration in areas of mutual interest including, but not limited to, policy initiatives and education.

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 HIMSS Europe may establish meeting schedules similar to HL7, and in addition may establish meetings with other Associates when convenient. HIMSS Europe is also encouraged to work with other standards organizations toward harmonization.

1.3 Official joint meetings between the HIMSS Europe and HL7 may be scheduled where such meetings serve a common purpose and are convenient to the HL7 and HIMSS Europe meeting agenda.

1.4 The parties to this SOU shall each appoint a liaison for interactions between the parties for the purpose of harmonized standards development.

1.5 Such projects as might be jointly undertaken by HL7 and HIMSS Europe 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 HL7 shall promote the HIMSS Europe eHealthweek conference co-organized by HIMSS Europe through its website event page, eNews and other appropriate channels. In turn, HIMSS Europe shall promote HL7 Working Groups and other HL7 International events that occur in Europe, including the annual International HL7 Interoperability Conference (IHIC) when organized in Europe, via its website, eNew publications, social media and/or other appropriate media and communication channels.

2.2 HL7 shall provide three free registrations to the team designated by the HIMSS Europe liaison to each of its HL7 International sponsored events (IHIC and HL7 International WGMs). In turn HIMSS Europe shall provide two free registrations to the team of the HL7 CEO to the eHealthweek conference.

2.2 HL7 shall invite the HIMSS Europe liaison (or his/her appointed representative) to serve on the organization committee of HL7 events that occur in Europe. In turn, HIMSS Europe shall invite HL7 to serve on the organizing committee of the eHealthweek and optionally other events of mutual interest (applicable in European events).
2.3 HL7 shall invite the HIMSS Europe liaison (or his/her appointed representative) to cooperate in the organization of policy workshops and workshops addressed to the medical informatics community in Europe. In turn, HIMSS Europe shall invite HL7 to cooperate in the organization of a free workshop in the eHealthweek and optionally other events of mutual interest (only applicable in European events).

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

2.4.1 For the purpose of attending the HL7 International events, HL7 shall extend to members of HIMSS HL7 members rate. In turn, the HIMSS Europe shall extend to HL7 members the HIMSS Europe member rate, if applicable, for its events.

3.0 Fees and Payments

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

4.0 Obligations

4.1 HL7 and HIMSS Europe expressly agree:
   a. That ownership rights to HL7 trademarks or standards or HIMSS Europe trademarks or standards are neither extended nor transferred; and
   b. That there shall be no exchange of general mailing lists or general membership information except in case of participant lists in targeted joint events; and
   c. That they will comply with all provisions of this SOU.

6.0 Warranties

6.1 HL7, and HIMSS Europe 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 HIMSS Europe may terminate this SOU upon 30 days written notice.

7.2 In the event of such termination all registrations for HL7 or HIMSS Europe 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 HIMSS Europe.

9.2 HL7 or HIMSS Europe 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

Signed:

Mark McDougall
Executive Director

For HIMSS EUROPE

Signed:

Christina B. Roosen
VP Public Affairs