Statement of Understanding (SOU)

Defining the relationship between:

Health Level Seven International (HL7)                X12 Incorporated (X12)
3300 Washtenaw Avenue, Suite 227                   Administrative Operations
Ann Arbor, Michigan 48104-4261                      24654 N. Lake Pleasant Pkwy

This SOU shall have an effective date of October 31, 2017

Statement of Purpose

Recognizing that complementary efforts are underway to create and extend comprehensive standards in the healthcare community, HL7 and X12 continue our formal relationship to further these goals. This SOU defines the rights and obligations inherent in our relationship and shall be the sole governing document regarding the relationship between HL7 and X12, an 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.

About HL7

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, academics, consultants and systems integrators, and related public and private healthcare service agencies.

About X12

X12, chartered by the American National Standards Institute for more than 30 years, is a consensus-based, non-profit organization focusing on the development, implementation, and ongoing use of interoperable electronic data interchange standards. (x12.org)

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 X12 establishes meeting schedules like HL7.

1.3 Official joint meetings between X12 and HL7 may be scheduled where such meetings serve a common purpose and are convenient to both organizations.

1.4 X12 and HL7 shall appoint a liaison to represent each to the other.
1.5 Each organization will be granted a reciprocal non-voting membership in the other organization without the exchange of member dues or fees.

1.6 The organizations may undertake joint work to accomplish projects that contribute to the objectives of both organizations. Any initiative based on a work product of the other organization or requiring participation or specific expertise from the other organization will be considered joint work. All collaborative initiatives jointly undertaken by HL7 and X12, including development of educational or promotional materials and events, will be clearly defined and delineated by a joint project proposal (JPP).

1.6.1 An activity, initiative, or effort based on a work product of the other organization or requiring participation or specific expertise from the other organization shall not be undertaken by the other organization absent a JPP.

1.6.2 The JPP must include a detailed description of the proposed work and the resulting work product, an estimated level of effort for the work, including the number of resources expected to be committed by each organization, a level of effort expected from those resources, and a planned completion date for the project. The JPP must also include the approval procedure for the joint work product, a communication plan, an issue resolution procedure and the procedure for modifying the JPP.

1.6.3 JPPs shall be approved by both organizations prior to initiative commencement; such approval will follow the current procedures of each organization. Both organizations recognize the volatility of volunteer resources and acknowledge that the time and resource commitments in the JPP represent the best estimation based on current information and as such are not binding upon either organization.

1.6.4 Joint projects may result in incurred costs or generated revenue. Cost sharing and revenue distribution must be delineated prior to project commencement.

2.0 Rights Granted

2.1 The HL7 Working Group Meeting (WGM) or the equivalent X12 assemblage may be convened and conducted as a joint meeting of the two organizations.

2.2 Such joint meetings 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 X12, the relevant procedures of the respective organization shall be enforced.

2.3 Members of X12, while encouraged to participate in HL7 Work Groups, may not seek leadership positions within HL7 unless they also hold HL7 membership. The HL7 representatives to X12 shall not be eligible to hold an elected or appointed position within X12.

2.4 Participation by HL7 and X12 in this agreement does not convey free access to, or the right to use or distribute any of our respective intellectual property. (Also, see 4.1.f)

2.5 HL7 and X12 support and encourage the harmonization of information model(s).
3.0 Fees and Payments

3.1 Members of X12 are encouraged to attend any HL7 sponsored events. Registration shall occur through X12 to validate membership, at least 30 days prior to the event. Fees shall be the responsibility of the individual and shall be assessed at the current HL7 membership rate.

3.2 The HL7 liaison and alternate may, in turn, register for any X12 sponsored event. When applicable, fees shall be assessed at the X12 member rate and shall be the responsibility of the individual.

3.3 No monies shall be exchanged between HL7 and X12 based on this SOU, excepting as provided in an agreement based on 1.6.4 above.

4.0 Obligations

4.1 HL7 and X12 expressly agree:
   a. Ownership rights to HL7 trademarks or standards and X12 trademarks or standards are neither extended nor transferred; and
   b. There will be no exchange of mailing lists or general membership information; and
   c. To refrain from undertaking initiatives and projects that are within the other organizations recognized domain, authority, or purview; and
   d. To promote the other’s activities and projects when there is mutual benefit; and
   e. To make a reasonable effort to ensure all members comply with all provisions of this agreement; and
   f. To respect one another’s copyrights, fair use policies and all other aspects of recognized intellectual property.
      a. The current X12 copyright, fair use and other intellectual property rights policies are available on the X12 website. These policies shall be referenced regularly to ensure that any and all individual initiatives originating from HL7, regardless of organizational overlap, comply with the posted policies.

5.0 Representation and Communication.

5.1 As an X12 Reciprocal member, HL7 shall name a formal liaison and may name one alternate as their representative to X12. The formal liaison and alternate are entitled to attend Standing meetings, participate in Interim meetings, and participate in online collaboration in accordance with specific group policies. No other X12 member rights are conferred herein.

5.2 Each organization's Executive Director will send a letter identifying the representatives and their authority to the other organization's Executive Director. The organizations will maintain these designations timely. Either organization may replace their formal liaison or alternate at any time and for any reason by sending updated designee information to the Executive Director of the other organization.

5.3 The formal liaisons will be the official contact point between the two organizations.
5.4 The formal liaisons, or in their absence, the alternate, have authority to speak on behalf of the designating organization as related to ongoing or planned standards development processes or activities, and are the only member representatives that have such authority. Other individuals associated with the organization may lend their expertise but are not empowered to speak on behalf of the organization on any matter.

The formal liaisons do not have authority to approve JPPs, enter into financial or legal agreements, countermand or overrule organizational policies or procedures, commit organizational resources, or speak on behalf of the organization’s Board.

5.5 The elected chair of each organization has authority to speak on behalf of their organization as related to standards development plans, processes or activities and is free to contact leadership of the other organization at any time. The formal liaisons will be notified of such communication, unless the elected chair deems the communication to be of a confidential nature.

The elected chairs do not have authority to enter into financial or legal agreements, countermand or overrule organizational policies or procedures, commit organizational resources, or speak on behalf of the organization’s Board.

5.6 The respective Executive Directors have ultimate responsibility for the activities, positions, and decisions of the organization and have authority to speak on behalf of their organization, including contacting leadership of the other organization at any time. The elected chair and formal liaisons will be notified of such communication when appropriate.

5.7 Escalation - Any concern, issue or question that cannot be resolved between the Formal Liaisons for each organization shall be escalated, first to the elected Chairs, and if necessary to the Executive Directors. The Executive Directors shall ensure timely consideration and responses from the appropriate organizational leaders and coordinate on the matter until resolution is achieved.

6.0 Warranties

6.1 HL7 and X12 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 X12 may terminate this SOU upon 30 days written notice to the signatories shown below, or their equivalent.

7.2 In the event of such termination, all registrations for HL7 or X12 sponsored events recorded prior to the termination date shall be honored.
8.0 Term
8.1 This SOU shall have a two-year term, from the effective date stated above. It shall be automatically renewable upon expiry for subsequent two-year terms, unless either organization gives notice of its intention to revise the agreement prior to renewal.

9.0 Miscellaneous
9.1 This SOU constitutes the entire agreement and complete understanding of the relationship between HL7 and X12.

9.2 This Agreement shall only be modified by a signed amendment, duly executed by both parties. HL7 or X12 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 Logo Usage - The organizations may each present on their respective websites the logo, contact information, and description of the relationship with the other created by this agreement. The description must be approved by the organization represented by the logo.

10.0 Authorized Signatures:

For HL7 INTERNATIONAL
Signed:
Charles Jaffe, MD PhD
Chief Executive Officer

For X12
Signed:
Cathy Sheppard
Executive Director

Signed:
Mark McDougall
Executive Director