

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

Standards Committee on Dental Informatics (SCDI) of the
American Dental Association (ADA)
211 E. Chicago Avenue
Chicago, IL 60611

Hereinafter identified as the Associate

This SOU shall have an effective date of: June 15, 2015

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, academics, consultants and systems integrators, and related public and private healthcare service agencies. Recognizing that complementary efforts are underway to create and extend comprehensive standards in the healthcare community, HL7 enters into formal 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.

The ADA is the professional association of dentists committed to the public's oral health, ethics, science and professional advancement; leading a unified profession through initiatives in advocacy, education, research and the development of standards. The ADA is a non-profit, voluntary, organization accredited by the American National Standards Institute as a standards developing organization (SDO). The SCDI is the standards committee of the ADA that creates standards for dental informatics. The ADA Standards Committee on Dental Informatics promotes interoperability for the benefit of patients and the profession through the development of dental informatics standards that focus on acquisition, organization, storage, seamless exchange, privacy, security, and utilization of health informatics.

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

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

1.4 The parties to this SOU shall appoint a liaison to represent each to the other. It is expected, although not required, that the liaison hold joint membership in HL7 and the ADA.

1.5 Such projects as might be jointly undertaken by HL7 and the ADA will be clearly defined and delineated by a joint project proposal which 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 The HL7 Working Group Meeting (WGM) or the equivalent Associate assemblage may be convened and conducted as a joint meeting of the two organizations.

2.2 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 the ADA, the relevant procedures of the respective organization shall be enforced.

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

2.3.1 For the express purpose of attending the HL7 WGM, HL7 shall extend to members of the ADA the HL7 members rate. In turn, the ADA shall recognize HL7 members as Associate participants and extend equivalent meeting privileges.

2.3.2 Members of the ADA, while encouraged to participate in HL7 Work Groups, may not seek leadership positions within HL7 unless they also hold HL7 membership. Likewise, members of HL7 may not seek leadership positions within ADA unless they also hold ADA membership/

2.4 Participation in HL7 through the ADA does not convey free access to or the right to distribute any HL7 intellectual property.

2.5 HL7 and the ADA support and encourage the harmonization of any information model(s) with the HL7 Reference Information Model (RIM).

2.6 With regard to any standards developed by SCDI pursuant to its HL7 members, SDCI reserves the right to use such standards for purposes of developing testing, evaluation, certification, or implementation criteria to test dental electronic records, whether or not for revenue of commercial gain, and whether in connection with private or governmental ventures. In return, SDCI agrees to make available to HL7 the name of the organization, contact information and product name for systems certified as being HL7 compliant to assist HL7 in enforcing its copyright.

3.0 Fees and Payments

3.1 Members of the ADA are encouraged to attend any HL7 sponsored events. Registration shall occur through the ADA

to validate membership. Fees shall be the responsibility of the individual and shall be assessed at the current HL7 membership rate.

3.2 HL7 members may, in turn, register for any ADA sponsored event through HL7 headquarters. HL7 member's attendance at ADA-sponsored events shall be at the member/preferred rate and shall be the responsibility of the individual.

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

4.0 Obligations

4.1 HL7 and the ADA expressly agree that:

- a. ownership rights to HL7 trademarks or standards or ADA 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 Joint Work Product Copyright

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

5.2 Both HL7 and ADA reserve the right to publish the jointly developed work for the benefit of their members following a 90 day delay. 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 ADA may copy and use the joint work or any part thereof in connection with the business purposes of the member. Members of either HL7 or ADA may not reproduce or redistribute the joint work products except as permitted in the respective membership agreement

5.4 Sale of joint work products to nonmembers, either individuals or organizations, are generally not permitted, unless HL7 and ADA agree beforehand and establish a price, revenue sharing agreement, and terms where sale is permitted.

6.0 Warranties

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

7.2 In the event of such termination, all registrations for HL7 or ADA 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.

8.0 Miscellaneous

8.1 This SOU constitutes the entire agreement and complete understanding of the relationship between HL7 and the ADA.

8.2 HL7 or the ADA 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

For
STANDARDS COMMITTEE ON
DENTAL INFORMATICS (SCDI) OF
THE AMERICAN DENTAL
ASSOCIATION (ADA)

Signed:



Dr. David M. Preble, Vice President

Date:

6-12-15

Signed:



Mark McDougall
Executive Director