

# Statement of Understanding

Defining the relationship between

Health Level Seven International  
3300 Washtenaw Avenue, Suite 227  
Ann Arbor, Michigan 481-4-4261

Hereinafter identified as HL7

AND

OASIS  
35 Corporate Drive, Suite 150  
Burlington, MA 01803-4238

Herein identified as the Associate

Effective Date: January 1, 2015

## 1.0 INTRODUCTION

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.

The mission of OASIS is "To drive the development, convergence and adoption of market-driven open standards as building blocks for the global information society". The corresponding tag line is "Advancing open standards for the information society". This mission shapes the policies, processes and programs that directly affect OASIS members, and also affects how OASIS works with non-member constituents. Non-members include organizations or individuals that comment on proposed or existing standards, and that implement or recommend their use.

Both HL7 and OASIS are dedicated to providing standards for the exchange, integration, sharing, and retrieval of electronic information. While HL7 focuses on health information that supports clinical practice and the management, delivery and evaluation of health services, OASIS' EDXL suite of messaging standards focus on information that supports emergency and disaster response, management, and coordination across jurisdictions, organizations, and professions.

## **2.0 PURPOSE**

Historically HL7 and OASIS standards have addressed data exchange within their own domains – i.e. HL7 is concerned with the health and health care domains while OASIS’ EDXL standards address the “emergency” domain. While there has been some coordination based on contributions of individuals involved in both domains a formal SOU was implemented between the two organizations in 2013 to provide a mechanism for sharing information and implementation experience, and to eliminate inconsistencies. This SOU is intended to update and establish an agreement for calendar year 2015. Therefore, OASIS and HL7 agree to collaborate in areas of mutual interest, including but not necessarily limited to, the interoperability requirements of Emergency Response and Emergency Departments. Such collaboration will minimize potential confusion for standards implementers, and avoid potential inconsistencies and unplanned overlaps between developed and published standards within each domain.

The purpose of this Statement of Understanding is to establish a framework for collaboration opportunities, primarily within, but not limited to, the following areas:

1. Standard message routing, which is used to send, receive and make use of standard data payloads.
2. The draft EDXL-Tracking of Emergency Patients (TEP) standard, which aims to increased effectiveness of emergency medical services (EMS) management and patient tracking. A formal objective of the standard involves TEP information exchange with Hospitals prior to patient arrival, thus increasing preparation and ensuring continuity of continued patient care. The practitioner community identified this as a key driver of significant value.
3. The EDXL Hospital Availability Exchange Standard (HAVE) 2.0 is an international standard based on and coordinated with the Health and Human Services (HHS) HavBED standard mandated for US states and territory use. The ability to exchange data in regard to hospitals’ bed availability, status, services, and capacity enables both hospitals and other emergency agencies to respond to emergencies and disaster situations with greater efficiency and speed. The emergency response community identified this as a key need and of significant value.

## **3.0 Representation**

- 3.1** The Associate may establish meeting schedules similar HL7, and in addition may establish meetings with other Associates when convenient. The Associate is also encouraged to work with other standards organizations toward harmonization.
- 3.2** Official joint meetings between the Associate and HL7 may be scheduled where such meetings serve a common purpose and are convenient to the HL7 meeting agenda.

- 3.3** The parties to this SOU shall appoint a liaison for interactions between the parties for the purpose of harmonized standards development. . It is expected, although not required, that the liaison hold joint membership in HL7 and the Associate.
- 3.4** Such projects as might be jointly undertaken by HL7 and the Associate 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.

## **4.0 Rights Granted**

- 4.1** The HL7 Working Group Meeting (WGM) or the equivalent OASIS assemblage may be convened and conducted as a joint meeting of the two organizations.
- 4.2** 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 OASIS, the relevant procedures of the respective organization shall be enforced
- 4.3** For the express purpose of attending the HL7 WGM, HL7 shall extend to members of the Associate at the HL7 members rate. In turn, the Associate shall recognize HL7 members as Associate participants and extend equivalent meeting privileges.
- 4.4** HL7 will provide one free registration to each of its three Working Group Meetings annually to the OASIS Liaison or designated OASIS representative. Likewise, OASIS will provide one free registration to each of its meetings annually to the HL7 Liaison or designated HL7 representative.
- 4.5** Members of the Associate, while encouraged to participate in HL7 Work Groups, may not seek leadership positions within HL7 unless they also hold HL7 membership. In turn, the HL7 members, while encouraged to participate in the Associate's Work Groups, may not seek leadership positions within the Associate's Work Groups unless they also hold Associate membership.
- 4.6** Participation in HL7 through Associate does not convey free access to or the right to distribute any HL7 intellectual property.
- 4.7** HL7 and Associate support and encourage the harmonization of any information model(s) with the HL7 Reference Information Model (RIM).

## **5.0 Fees and Payments**

**5.1** If the Associate is a member-based organization, then members of the Associate are encouraged to attend any HL7 sponsored events. Registration shall occur through the Associate to validate membership. Fees beyond the one granted for one Associate staff liaison shall be the responsibility of the individual and shall be assessed at the current HL7 membership rate.

**5.2** HL7 members may, in turn, register for any Associate sponsored events through HL7 headquarters. HL7 member's attendance at Associate-sponsored events beyond one waived fee for the staff liaison shall be at the member/preferred rate and shall be the responsibility of the individual.

**5.3** No monies shall be exchanged between HL7 and OASIS as a result of this SOU.

## **6.0 Obligations**

**6.1** HL7 and the Associate expressly agree:

- a. That ownership rights to HL7 trademarks or standards of Associate trademarks 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 Agreement.

## **7.0 Joint Work Product Copyright**

**7.1** Joint work documents and other productions are intellectual property of, and held under joint copyright of, HL7 and Associate.

**7.2** Both HL7 and Associate reserve the right to publish the jointly developed work for the benefit of their members free of charge 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.

**7.3** Members of either HL7 or Associate may copy and use the work or any part thereof in connection with the business purposes of the member. Members of either HL7 or Associate may not reproduce or redistribute the joint work products except as permitted in the respective membership agreement

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

## 8.0 Warranties

8.1 HL7 and Associate make no express or implied warranties other than those that may be contained in or appended to this Agreement.

## 9.0 Termination

9.1 Either HL7 or Associate may terminate this SOU upon 30 days written notice

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

## 10.0 Term

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


## 11.0 Miscellaneous

11.1 This Agreement constitutes the entire agreement and complete understanding of the relationship between HL7 and OASIS.

11.2 HL7 or OASIS may propose alterations to this Agreement 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 Agreement 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.

**For**  
**HL7 INTERNATIONAL**

**For**  
**OASIS**

Signed: 

Charles Jaffe, MD PhD  
Chief Executive Officer

Signed:  \_\_\_\_\_

Laurent Liscia  
CEO and Executive Director

Signed: 

Mark McDougall  
Executive Director

Signed: \_\_\_\_\_