

Statement of Understanding (SOU)

Defining the relationship between:

Health Level Seven International (HL7)
3300 Washtenaw Avenue, Suite 227
Ann Arbor, Michigan 48104-4261

Hereinafter identified as HL7

AND

Digital Imaging and Communications in Medicine (DICOM)
c/o Medical Imaging & Technology Alliance (MITA)
1300 North 17th Street, Suite 900
Arlington, VA 22209

Hereinafter identified as Digital Imaging and Communications in Medicine or DICOM

This SOU shall have an effective date of: April 11, 2022

Statement of Purpose

Health Level Seven® International (HL7) is an ANSI-accredited, not-for-profit standards developing organization with the mission of empowering global health interoperability. With affiliates in over 30 countries, HL7's global membership envisions a world in which everyone can securely access and use the right data when and where they need it. Widely implemented by vendor and health care systems, and required by governing bodies around the world, HL7 standards deliver solutions for health information technology, including HL7® Fast health care Interoperability Resources (FHIR®), Version 2 (V2) and Clinical Document Architecture (CDA®).

DICOM® — Digital Imaging and Communications in Medicine — is *the* international standard for medical images and related information. It defines the formats for medical images that can be exchanged with the data and quality necessary for clinical use.

DICOM® is implemented in almost every radiology, cardiology imaging, and radiotherapy device (X-ray, CT, MRI, ultrasound, etc.), and increasingly in devices in other medical domains such as ophthalmology and dentistry. With hundreds of thousands of medical imaging devices in use, DICOM® is one of the most widely deployed healthcare messaging Standards in the world. There are literally billions of DICOM® images currently in use for clinical care.

Since its first publication in 1993, DICOM® has revolutionized the practice of radiology, allowing the replacement of X-ray film with a fully digital workflow. Much as the Internet has become the platform for new consumer information applications, DICOM® has enabled advanced medical imaging applications that have “changed the face of clinical medicine”. From the emergency department, to cardiac stress testing, to breast cancer detection, DICOM® is the standard that makes medical imaging work — for doctors and for patients.

DICOM® is recognized by the International Organization for Standardization as the ISO 12052 standard.

1.0 Collaboration Guidelines

1.1 An entity is eligible to be an Associate and collaborate via a Statement of Understanding (SOU) at the discretion of the HL7 Board of Directors, based upon the entity's petition to establish a relationship with HL7.

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

1.3 HL7 and DICOM have established a joint Imaging Integration (II) work group. Official meetings of the II work group may be scheduled where such meetings serve a common purpose and are convenient to the HL7 or DICOM 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. It is expected, although not required, that each liaison hold joint membership in HL7 and DICOM.

1.5 Such projects as might be jointly undertaken by HL7 and DICOM 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 The HL7 Working Group Meeting (WGM) or the equivalent DICOM 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 DICOM, the relevant procedures of the respective organization shall be enforced.

2.3 If DICOM is a member-based organization, then

2.3.1 Members of DICOM, while encouraged to participate in HL7 Work Groups, may not seek leadership positions within HL7 apart from in the Imaging Integration Work Group unless they also hold HL7 membership. In turn, HL7 members, while encouraged to participate in DICOM's Work Groups, may not seek leadership positions within DICOM's Work Groups unless they also hold DICOM membership.

2.4 HL7 and DICOM support and encourage the harmonization of any health information model(s) with relevant HL7 standards.

3.0 Fees and Payments

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

4.0 Obligations

4.1 HL7 and DICOM expressly agree:

- a. That ownership rights to HL7 trademarks or standards or DICOM trademarks or standards are neither extended nor transferred; and
- b. That there shall be no exchange of mailing lists outside of the relevant group 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 DICOM.

5.2 Both HL7 and DICOM 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 DICOM may copy and use the work or any part thereof in connection with the business purposes of the member. Members of either HL7 or DICOM 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 DICOM agree beforehand and establish a price, revenue sharing agreement, and terms where sale is permitted.

6.0 Warranties

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

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

8.0 Term

8.1 This SOU shall have a ten-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 DICOM.

9.2 HL7 or DICOM may propose alterations to this SOU in writing upon appropriate action of their respective governing body. . 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

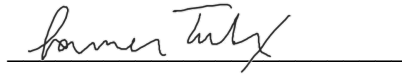
Signed:



Charles Jaffe, MD PhD
Chief Executive Officer

For
DICOM

Signed:



Lawrence Tarbox, Ph.D.
DICOM Standard Committee Chair