



HL7 AUSTRALIA LTD (ABN 37 629 010 297)

Intellectual Property Policy

Version 1.0 - as at 2024-04-29

This Intellectual Property Policy (**Policy**) applies to all acquisition and use of HL7AU Content, to HL7AU Trademarks obtained by any means and to the associated use of IP owned by HL7 International.

1. Definitions and interpretation

1.1 Definitions

In this Policy, the following definitions apply:

HL7 Australia and **HL7AU** means HL7 Australia Ltd ABN 37 629 010 297 with its registered office at Upper Level, 59 Smith Street, Kempsey, NSW, 2440, Australia.

HL7 International means Health Level Seven International Incorporated, a not-for-profit global standards developing corporation incorporated in New Jersey, United States of America, with its principal place of business in Ann Arbor, Michigan, United States of America.

IP means **Intellectual Property** and includes copyright, trademarks, patents, registerable designs, and trade secrets.

HL7AU Content means HL7AU Documents, and other content, software and tools available on the HL7AU Website, and includes: any HL7AU Documents, other content, software, and tools made available under arrangements between HL7AU and third parties; and all material identified as being HL7AU intellectual property.

User means a person who accesses or otherwise uses HL7AU Content as further described in clause 3.2.3.

HL7AU Contributor means an individual person or other entity that contributes to the creation of HL7AU Content including employees and contractors employed by HL7 Australia and any person or entity which contributes through work groups, technical ballots and other processes conducted by or on behalf of HL7 Australia for the purposes of developing or maintaining HL7AU Content.

HL7AU Document means a document produced or published by, on behalf of, or through HL7 Australia, where such documents include publications, standards, specifications, implementation guides, guidelines, training materials, HL7 FHIR® AU BASE specifications, FHIR® AU CORE specifications, and any such document in draft form, final form, electronic form, or hard copy.

HL7AU Website means the HL7AU main website (www.HL7.com.au), the HL7.org.au/fhir/ pages, [HL7 Australia Confluence pages](#) hosted on the confluence.hl7.org website, HL7 Australia content hosted on the jira.hl7.org website, and any other web page that is published by or for HL7 Australia, including any web pages managed for HL7 Australia by the University of Melbourne, the CSIRO, or any other organisation in support of HL7 Australia activities including HL7 Australia training programs, the Australian FHIR® Community Process (AFCP), and/or terminology services for implementation of FHIR® in Australia.

HL7 Int Trademark means a trademark identified as such in clause 4.2 below.

HL7 FHIR® Trademark means a trademark identified as such in clause 4.3 below.

HL7AU Trademark means a trademark identified as such in clause 4.4 below.

HL7 Intellectual Property Policy or **HL7 International IPP** means the document [*“Copyright Policy: HL7 Policy Governing the Use of HL7® International Standards and Other Intellectual Property”*](#) as published by HL7 International on their website from time to time.

HL7 International GOM means the [HL7 International Governance and Operations Manual](#) as published by HL7 International on their website from time to time.

HL7 Protocol Specification means a Work Product of HL7 International as described in §02.02 of the HL7 International GOM.

HL7® Trademark Usage Policy means the [“Guide to Using HL7 Trademarks: HL7® Trademark Usage Policy”](#) as published by HL7 International on their website from time to time.

HL7 FHIR® Trademark Policy means the [“FHIR Trademark Policy”](#) as published by HL7 International on their website from time to time.

HL7® International License Agreement means [the click-through agreement accepted whenever a member downloads an HL7 Protocol Specification or other HL7 International material from the HL7 International website.](#)

Affiliate Agreement means the agreement between HL7 Australia and HL7 International under which, as the HL7 International Affiliate for Australia, HL7 Australia:

- (a) has the exclusive right to create, reproduce, distribute, and control the use of Affiliate Localisations of HL7 Protocol Specifications (HL7 Standards) in Australia, provided that they are accepted by a successful ballot of the HL7AU membership and are published as the HL7 Australia Localisation of the HL7 Standard;
- (b) is authorised to enter into formal agreements with third parties to create, reproduce, publish, and distribute Affiliate Localisations, provided that the HL7AU membership ballots the Affiliate Localisations;
- (c) is authorised to use HL7 Int Trademarks on HL7-sponsored projects;

- (d) has the exclusive (except as to HL7 International) right within Australia to distribute and to provide access to HL7 Protocol Specifications to members of HL7 Australia in good standing (but not to a non-member); and
- (e) is required to use commercially reasonable efforts to protect HL7 International's Intellectual Property rights and to promptly inform HL7 International of any breach of or noncompliance with the HL7 International IPP or HL7 International licenses that may affect such rights.

1.2 Interpretation

In this Policy:

- (a) a word importing the singular includes the plural (and vice versa);
- (b) a word indicating a gender includes every other gender;
- (c) a reference to a person includes any natural or legal person;
- (d) if a word or phrase is given a defined meaning, any other party of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (e) the words “including”, “such as” or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression.

2. Background

Standards for the electronic exchange of healthcare information and other associated intellectual property held by HL7 Australia (and by HL7 International) represent goodwill created by our members, collaborators and stakeholders over many years.

Effective protection of that intellectual property aims to support the investment of the broader HL7 community in the development, maintenance and application of HL7® standards and associated artefacts by ensuring that their continued development, application and promotion aligns with the interests of the broader HL7 community as entrusted to our two organisations.

In particular, the protection of intellectual property (including standards, trademarks and other material) seeks to ensure that the quality, integrity and reputation of our standards and programs and the investment of the HL7 community in their development, maintenance and application is maintained and that the potential for inappropriate misrepresentation and exploitation of the material is minimised.

Compliance with this Policy seeks to ensure that all use of HL7 Australia and HL7 International intellectual property in the Australian context is consistent with our common mission and the needs of the broader HL7 community.

3. Copyright and other IP in HL7AU Content

3.1 General

- 3.1.1 Except where this Policy provides otherwise, HL7 Australia asserts ownership of copyright in all HL7AU Content created as original works by HL7 Australia and by HL7AU Contributors participating in work groups, technical ballots and other processes conducted by or on behalf of HL7 Australia for purposes of developing or maintaining HL7AU Content.
- 3.1.2 HL7 Australia may not own all right, title, and interest, in and to the HL7AU Content. HL7AU Content may contain and/or reference intellectual property (**Third Party IP**) owned by third parties (each being a **Third Party**).

3.2 Licensing and Use of HL7AU Content

- 3.2.1 HL7AU Content is protected by copyright under Australian law and international conventions.
- 3.2.2 Any use, copying or distribution (either with or without a fee) of HL7AU Content or development, copying or distribution of derivative works derived from HL7AU Content, whether in fixed or electronic media is strictly prohibited, unless specifically authorised by this Policy.
- 3.2.3 A person (**User**) may access, download, and use HL7AU Content in accordance with any licensing terms and conditions specified by HL7 Australia in relation to such access, download or use or, in the absence of any such licensing terms and conditions, a User may access, download or use HL7AU Content for activities involving:
- (a) the development and technical balloting of HL7AU Documents and for participation in other processes conducted by or on behalf of HL7 Australia for the purpose of developing or maintaining HL7AU Content;
 - (b) the development of products and services in accordance with requirements specified in HL7AU Documents;
 - (c) the creation of customised implementation guides that apply or use excerpts from HL7AU Documents;
 - (d) the reproduction and distribution of excerpts from HL7AU Documents (but not entire domains or chapters) for any customers of a product or service that implements requirements specified in such HL7AU Documents;
- provided that:
- (e) HL7 Australia is clearly identified as the publisher and holder of the copyright in respect of any HL7AU Documents used in these activities ; and,

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- (f) any modification of requirements specified in the HL7AU Documents are clearly identified to the users of any products, services, customised implementation guides, or excerpts resulting from these activities.
- 3.2.4 Where access or use of any part of the HL7 Content (each such part being an **Artefact**) is subject to a separate licensing agreement (**Artefact Licensing Agreement**) with HL7 Australia, HL7 International or a Third Party, the terms of the Artefact Licensing Agreement will have precedence over the terms of this Policy but only to the extent that the terms of the Artefact Licensing Agreement conflict with the terms of this Policy.
- 3.2.5 No person shall use, reproduce, adapt, distribute or modify HL7AU Content for commercial purposes other than as explicitly allowed under this Policy or a licence agreement with HL7 Australia unless, they:
- (a) have first obtained approval from HL7 Australia; and
 - (b) enter into and adhere to any licence agreement required by HL7 Australia for that purpose.
- 3.2.6 A licence agreement required by HL7 Australia under subclause 3.2.5(b) may include commercial terms to protect the rights of and compensate HL7 Australia and other owners of IP in HL7AU Content.
- 3.2.7 HL7 Australia licenses some HL7AU Content under [Creative Commons licenses](#). Users may only rely on the terms of a Creative Commons license where HL7 Australia has explicitly licensed the use of an Artefact under a Creative Commons licence and shall not presume that a Creative Commons license applies to any other HL7AU Content not explicitly covered by a Creative Commons licence.
- 3.2.8 A User may only access and use HL7AU Content on condition that the User's use of any Third Party IP incorporated in such HL7AU Content does not grant the User any rights with respect to such Third Party IP, and that:
- (a) the User is responsible for identifying and obtaining any necessary licenses or authorizations to use Third Party IP in connection with the HL7AU Content or otherwise;
 - (b) a Third Party that owns the rights to Third Party IP may require the User to separately license their use of such Third Party IP or may otherwise rely on this Policy to protect the Third Party's interests in respect of any Third Party IP incorporated in HL7AU Content; and
 - (c) any actions, claims or suits brought by a Third Party resulting from a breach of any Third Party IP right by the User remains the User's liability.

3.2.9 To the extent permitted by law and for the benefit of HL7 Australia and of Third Parties, a User that accesses, downloads, or uses HL7AU Documents or uses other HL7AU Content must not:

- (a) falsely attribute authorship of HL7AU Content or any material derived from or produced in conjunction with HL7AU Content;
- (b) remove or modify any notices, logos, trademarks or other material attributing ownership or other rights in relation to material embedded in HL7AU Content;
- (c) subject HL7 Content to derogatory treatment;
- (d) modify HL7 Australia Content in such a way as to make it misleading or deceptive;
or
- (e) infringe the Moral Rights of the original creators of HL7AU Content.

3.3 Licensing and Use of HL7 Protocol Specifications

3.3.1 The use of any HL7 Protocol Specification (or part thereof) that is not incorporated into and delivered as part HL7AU Content:

- (a) is governed by the HL7 International IPP, the HL7® International License Agreement, the law of copyright in the United States of America and international conventions; and
- (b) is to comply with the terms and conditions of the HL7 International IPP and any other policies or licensing arrangements required by HL7 International.

3.3.2 Under the Affiliate Agreement, current members of HL7 Australia within Australia may access and download HL7 Protocol Specifications free of charge from the HL7 International website, subject to the terms of the HL7 International License Agreement.

4. Trademarks










4.1 General

Most trademarks used in conjunction with HL7® products, services and activities are registered and/or owned by HL7 International, rather than by HL7 Australia, and their use is subject to the associated HL7 International IP policies and licensing terms.



4.2 Ownership and use of HL7 Int Trademarks

4.2.1 HL7 International owns the **HL7 Int Trademarks** identified in Table 1 and any other Trademarks that it identifies from time to time in the [HL7® Trademark Usage Policy](#).

Table 1

HL7 Int Trademark	Comments
The Word Mark HL7®	USPTO Reg No: 1755919 Int Reg Number 124337 (except for Australia, where HL7AU holds the rights).
The Word Mark HEALTH LEVEL SEVEN®	USPTO Reg No: 1942063
The design/image: 	USPTO Reg No: 2839888 USPTO Reg No: 2253446
The Word Mark FHIR®	International Reg No 124337 (Class 9) USPTO Reg No 4272380 IPA (AU) Reg No1689222 (to HL7 Int)
The FLAME DESIGN 	USPTO Reg No 4652315
HL7 FHIR Logo for Communities & Products 	Available for download under licence from HL7 International Community Use Web Page . USPTO registration pending (Serial No: 98253466)
The Word Mark CDA®	USPTO Reg No: 3934034
The Word Mark CCD®	USPTO Reg No: 3937054
HL7 V2 (Design) 	USPTO Reg No: 6660684
HL7 CDA® (Design) 	USPTO Reg No: 7190046
HL7 CDA Product Family Logo 	Available for download under licence from HL7 International Community Use Web Page . USPTO registration pending (Serial No: 98253461)
HL7 v2 Product Family Logo 	Available for download under licence from HL7 International Community Use Web Page . USPTO registration pending (Serial No: 98242228)
HL7v3 Product Family Logo 	USPTO Serial No: 98242227 Registration pending
CARE CONNECTED BY HL7® (Design) 	Used by HL7 International but registration of USPTO Reg No: 4278640 lapsed and no longer active.
The Word/Phrase GreenCDA™	Used by HL7 International but application for registration USPTO Ser No: 86568423 lapsed and no longer active.

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HL7 Int Trademark	Comments
The HL7 FHIR® Proficient design 	In use but as yet not registered
HL7 Member Badges for download 	Available to organization members of HL7 International (only) for download under licence from HL7 International website. Not separately registered with USPTO.
FHIR® COMMUNITY PROCESS icon 	In use but as yet not registered
HL7 FHIR ACCELERATOR™ logo 	Available for download under licence from HL7 International Community Use Web Page . USPTO registration application (Serial No: 90606419) not presently active.

4.2.2 Except as otherwise allowed by HL7 International (such as where use of an HL7 FHIR® Trademark is separately licensed under the [HL7 FHIR® Trademark Policy](#))¹ any use of an HL7 Int Trademark is to comply with the most recent version of [HL7® Trademark Usage Policy](#), noting that under that policy:


- (a) anyone may refer to HL7 Word Marks (but not HL7 images/logos) in accordance with [HL7 International’s fair use guidelines](#), provided that they follow rules on presentation of the Word Marks and include disclaimers;
- (b) references to the HL7® FHIR® standard must accord with the rules for referencing; that standard; and
- (c) HL7 Int Trademarks may not be used to brand a product or event, other than in accordance with a specific licence obtained for that purpose from HL7 International.
- (d) Some HL7 Int Trademarks (including the HL7 FHIR Logo for Communities & Products and the HL7 v2 and HL7 CDA Product Family Logos) are available for download under licence from the [HL7 International Community Use Web Page](#).

4.3 Use of HL7 FHIR® Trademarks

4.3.1 The HL7 Int Trademarks owned by HL7 International include the **HL7 FHIR® Trademarks** identified in Table 2.

¹ As elaborated further in clause 4.3.

Table 2



HL7 FHIR Trademark	Comments
The Word/Phrase: FHIR®	International Reg No 124337 (Class 9) USPTO Reg No 4272380 IPA (AU) Reg No1689222 (to HL7 Int)
The FLAME DESIGN 	USPTO Reg No 4652315
Any other trademarks that HL7 International identifies from time to time in the HL7 FHIR® Trademark Policy.	

4.3.2 All usage of the HL7 FHIR® Trademarks shall comply with the latest version of [HL7 FHIR® Trademark Policy](#) as promulgated by HL7 International from time to time.

4.4 Ownership and use of HL7AU Trademarks

4.4.1 HL7 Australia owns the **HL7AU Trademarks** identified in Table 3.

Table 3

HL7AU Trademark	Comments
The Word Mark: HL7 AUSTRALIA	Registered by HL7 Australia Ltd (Reg No 1892041) for use in Australia (international classes 41 & 42)
The Word Mark: HL7	Registered by HL7 Australia Ltd (Reg No 1892039) for use in Australia (international classes 41 & 42). HL7 International has an international registration for HL7®, but not in Australia, where HL7AU’s registration has precedence.
The image/logo: 	Registered by HL7 Australia Ltd (Reg No 1892044) for use in Australia (international classes 41 & 42).
The image/logo: 	Not yet registered
The Word Mark: ARGONAUT AUSTRALIA	Registered by HL7 Australia Ltd (Reg No 1892047) for use in Australia (international classes 41 & 42).
The Word Mark: AUSTRALIAN FHIR COMMUNITY PROCESS	Not yet registered
The Word Mark: AFCP	Not yet registered

- 4.4.2 Except as otherwise allowed by this Policy or under an explicit licence in writing granted by HL7 Australia, any use of an HL7AU Trademark by other than by HL7 Australia is prohibited.
- 4.4.3 Notwithstanding clause 4.4.2 anyone may use HL7AU Trademarks that are Word Marks (but not images or logos) to the extent necessary to identify HL7 Australia, its products, services and/or activities in reasonable, respectful commentary, reporting or statements about HL7 Australia, its products, services and/or activities, provided that:
- (a) such use is accompanied by a disclaimer that “[the specific HL7AU Trademarks used] *are the registered trademarks of HL7 Australia Ltd and their use does not constitute an endorsement by HL7 Australia*”;
 - (b) HL7AU Trademarks are not used as part of the brand for a product, service or event, other than in accordance with a specific licence obtained for that purpose from HL7 Australia; and
 - (c) it is acceptable to use the HL7® Word Mark in accordance with the HL7 International [HL7® Trademark Usage Policy](#) and [HL7 International’s fair use guidelines](#) without making separate reference to HL7 Australia and its ownership of the “HL7” Word Mark in Australia.

5. General conditions applicable to use of HL7 Australia Intellectual Property

- 5.1.1 HL7 Australia provides HL7AU Content for informational and reference purposes. While HL7 Australia and the broader HL7 community endeavour to ensure the accuracy and reliability of HL7AU Content, to the extent permitted by law:
- (a) HL7 Australia makes no warranties, express or implied:
 - (i) that HL7AU Content will not infringe upon any third-party intellectual property rights, including patents, copyrights, trademarks, or trade secrets; or
 - (ii) that HL7AU Content is suitable, complete or applicable for any particular purpose or use contemplated by the User, and
 - (b) HL7 Australia shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use or reliance on HL7AU Content.
- 5.1.2 By accessing or using HL7AU Content, Users agree to indemnify and hold harmless HL7 Australia, its officers, directors, employees, agents, and contributors of HL7AU Content from any claims, damages, losses, liabilities, costs, or expenses (including legal fees) arising out of or in connection with the User’s use of or reliance on HL7AU Content.

- 5.1.3 HL7 Australia reserves the right to enforce its copyright and other IP rights through legal means against unauthorised use, reproduction, or distribution of HL7 Content including HL7AU Trademarks.
- 5.1.4 To the extent that this Policy constitutes an agreement between HL7 Australia and the Users and others who may access or use HL7 Australia’s IP, it shall be subject to the laws applicable in the State of New South Wales and the jurisdiction of the Courts in that State.

6. Further information

For further information about the matters addressed in this Policy please contact HL7 Australia: secretary@HL7.com.au.