

# Bylaws of HL7 UK

V 1.14 25/6/18 - approved by the Board

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## 1 NAME

The name of the organisation shall be HL7 UK, hereinafter referred to as HL7 UK or the Organisation. The Organisation is registered in England as HL7 UK Ltd, a Company Limited by Guarantee.

## 2 PURPOSE, OBJECTIVES, AND APPROACH

### 2.1 PURPOSE

HL7 UK is an independent, non-profit-distributing, membership-based organisation that exists to encourage the adoption of standards for health and care information communication within the UK.

### 2.2 OBJECTIVE

The objective of HL7 UK is to support the development, promotion and implementation of HL7 standards and specifications in ways which meet the needs of health and care organisations, health and care professionals and health and care software suppliers in the UK.

### 2.3 AFFILIATION

HL7 UK is the accredited International Affiliate of Health Level Seven® International (HL7) for the UK. HL7 UK shall seek to retain this affiliation or a similar formal status in relation to the wider HL7 community subject to agreement by the membership of HL7 UK. The rules and obligations applicable to International Affiliates shall be deemed to apply to HL7 UK except where such rules directly conflict with the bylaws of HL7 UK or with legal regulations within the UK.

### 2.4 WAY OF WORKING

HL7 UK shall apply HL7 standards and methods to identify, develop and publish specifications that meet existing and anticipated health and care communication requirements within the UK. HL7 UK shall not develop or publish specifications that intentionally favour the proprietary characteristics or interests of specific systems, organisations or individuals. However, this restriction shall not be deemed to prevent specifications which explicitly meet the policy requirements driven by policy decision made at national level within the UK.

### 2.5 INTELLECTUAL PROPERTY (IP)

The copyright and ownership of HL7 International Material is defined in the document "HL7 POLICY GOVERNING THE USE OF HL7® INTERNATIONAL STANDARDS AND OTHER INTELLECTUAL PROPERTY" available at <http://www.hl7.org/legal/ippolicy.cfm>, where Material is: "all work product developed and or released by HL7, including standards in any format (e.g., Word, PDF, HTML, XML, zip, Access database), implementation guides, databases and other electronic or fixed data or information of any kind distributed through any channel (including through any HL7 Affiliate)".

Localizations of HL7 International Material made by HL7 UK shall be jointly copyrighted by HL7 International and HL7 UK.

Other Material produced by HL7 UK shall be the intellectual property of HL7 UK. HL7 UK expressly reserves sole right to publish and sell the its Material, and shall exercise all applicable copyrights to said materials.

## 2.6 OPERATIONS

HL7 UK shall operate with funds derived from membership dues, meeting registration fees, publication fees and such other sources permitted under the Articles of Association as shall be agreed from time to time by the Management Board. HL7 UK is a non-profit-distributing organisation and therefore no part of the HL7 UK profits shall accrue to the benefit of any officer, chair, member, participant, or contributor.

## 3 MEMBERSHIP

### 3.1 ELIGIBILITY

Membership shall be available on an annual basis to individuals, companies, public bodies and other entities active, interested, and/or materially affected by specifications in the field of health and care data acquisition, handling, communication, and processing within the UK. Membership of HL7 UK shall not be conditional on membership in any other organisation or unreasonably restricted on the basis of technical qualifications or other such requirements.

### 3.2 MEMBERSHIP BENEFITS

Membership shall confer certain rights including attendance at HL7 UK meetings, discounts and access to documents and materials as shall from time to time be agreed by the Management Board.

### 3.3 CATEGORIES OF MEMBERSHIP

#### 3.3.1 PERSONAL MEMBERSHIP

- 3.3.1.1 An individual may become a Personal Member of HL7 UK in order to represent their own personal interests.
- 3.3.1.2 Personal Membership shall be available to any eligible individual on an equitable basis subject to a published schedule of subscriptions.
- 3.3.1.3 The benefits and responsibilities of Personal Members of HL7 UK are personal and are strictly non-transferable.
- 3.3.1.4 Personal Members of HL7 UK are granted the rights with respect to HL7 standards and other IP as are Individual Members of HL7 International as defined in the document <http://www.hl7.org/legal/ippolicy.cfm>.
- 3.3.1.5 Attendance rights or discounted prices for members in relation to any product or service shall apply only to the Personal Member and not to any substitute or proxy.
- 3.3.1.6 Personal Membership confers a right to vote in any HL7 UK ballot in accordance with the applicable balloting rules.

#### 3.3.2 ORGANISATION MEMBERSHIP

- 3.3.2.1 An organisation may become an Organisation Member of HL7 UK to represent the interests of that organisation.
- 3.3.2.2 Organisation membership is open to any identifiable individual or individuals grouped together for a common purpose.
- 3.3.2.3 HL7 UK reserves the right to publish and apply differential subscription rates for organisations based on their size, turnover or other appropriate features.

- 3.3.2.4 HL7 UK reserves the absolute right to refuse or specify special membership terms or subscriptions for any organisation which aggregates a large number of recognisably distinct organisations or points of authority. This provision is specifically intended to apply where a government body, National Health Service organisation or trade association seeks by joining HL7 UK to extend membership benefits to a large number of subsidiary organisations.
- 3.3.2.5 Organisation Membership shall be available to any eligible organisation and may be effected by any person within an organisation who completes and signs the appropriate membership forms and pays the appropriate subscription. Where different parties within an organisation submit membership applications HL7 UK shall have the discretion as to whether to accept such applications or refer these back for resolution within the submitting organisation.
- 3.3.2.6 Organisation Membership of HL7 UK are granted the rights with respect to HL7 standards and other IP as are Organizational Members of HL7 International as defined in the document <http://www.hl7.org/legal/ippolicy.cfm>.
- 3.3.2.7 Organisation Membership confers a right to vote in any HL7 UK ballot in accordance with the applicable balloting rules.

### **3.3.3 BENEFACTOR MEMBERSHIP**

- 3.3.3.1 Organisations that are eligible for Organisation Membership obtain Benefactor Membership of HL7 UK upon payment of an enhanced subscription.
- 3.3.3.2 Benefactor Members shall have, as a minimum, the same rights and responsibilities as Organisation Members.
- 3.3.3.3 HL7 UK reserves the right to determine subscription rates and benefits applicable to Benefactor Members. The rates and benefits shall be published and shall not be applied in a manner that would undermine the openness and objectives of HL7 UK.

### **3.3.4 STUDENT MEMBERSHIP**

- 3.3.4.1 Students who are undertaking health and care or information technology related courses of study may apply for Student Membership of HL7 UK.
- 3.3.4.2 Student Membership shall be available at the discretion of the Management Board or of a person designated by the Board for this purpose and shall be subject to the payment of a published reduced student subscription.
- 3.3.4.3 Student Membership does not confer any right to vote in any HL7 UK ballot.
- 3.3.4.4 Student Members shall not be eligible to serve as officers or to stand as candidates in a ballot for the Management Board.
- 3.3.4.5 Student Membership shall confer rights to meeting attendance, discounts and access to documents and materials similar to those applicable to Personal Members.
- 3.3.4.6 In all other respects the duties and benefits of Student Membership shall be those of Personal Membership.

### **3.3.5 HONORARY MEMBERSHIP**

- 3.3.5.1 The Management Board may at its discretion offer Honorary Membership free of charge to those who have provided exceptional service to HL7 UK.
- 3.3.5.2 Honorary Membership does not confer any right to vote in any HL7 UK ballot.
- 3.3.5.3 Honorary Members shall not be eligible to serve as officers or to stand as candidates in a ballot for the Management Board.
- 3.3.5.4 In all other respects the duties and benefits of Honorary Membership shall be those of Personal Membership.

### **3.3.6 GUEST MEMBERSHIP**

- 3.3.6.1 A person may attend a single HL7 UK meeting as a Guest Member at the discretion of the Chair of HL7 UK, the Technical Chair or the Chair of a specified meeting.
- 3.3.6.2 The benefits of Guest Membership are restricted solely to the right to attend a named meeting of HL7 UK.
- 3.3.6.3 A Guest Member has no right to vote in any meeting.
- 3.3.6.4 A Guest Member may, at the discretion of the Chair or of a majority of the Voting Members present, be required to leave the meeting for one or more agenda topics.
- 3.3.6.5 Guest Membership will be refused if requested on more than two occasions by different members of the same organisation.

### **3.3.7 GOVERNMENT MEMBERSHIP**

- 3.3.7.1 Organisations that are eligible for Organisation Membership and who represent a department or agency of government, or in the UK represent an NHS agency or central body or are set up as an executive non-departmental public body, obtain Government Membership of HL7 UK upon payment of an enhanced subscription.
- 3.3.7.2 Government Members shall have, as a minimum, the same rights and responsibilities as Organisation Members.
- 3.3.7.3 HL7 UK reserves the right to determine subscription rates and benefits applicable to Government Members. The rates and benefits shall be published and shall not be applied in a manner that would undermine the openness and objectives of HL7 UK.

## **3.4 NON-MEMBERS**

Non-members of HL7 UK are granted the rights with respect to HL7 standards and other IP as are Non-members of HL7 International as defined in the document <http://www.hl7.org/legal/ippolicy.cfm>.

## **3.5 ESTABLISHMENT OF MEMBERSHIP**

Membership shall become effective upon acceptance of a completed application and receipt of designated subscription and shall continue for a specified period or until terminated.

## **3.6 TERMINATION OF MEMBERSHIP**

### **3.6.1 RESIGNATION**

A membership may be terminated at any time by submitting a letter of resignation to HL7 UK Secretariat. Resignation shall not result in any refund of subscriptions.

### **3.6.2 NON-PAYMENT**

Membership will be terminated for non-payment of subscriptions or other sums due to HL7 UK. The procedure for termination shall not be invoked until the normal period of business terms specified on the invoice or renewal notice have expired. Thereafter and prior to termination, the HL7 UK Secretariat will issue a final demand and membership will be terminated a minimum of thirty days later unless payment has been received before that date. During this extended period of notice the member is regarded as suspended for voting purposes and their right of access to materials and attendance at meetings may be also be withdrawn or curtailed.

### **3.6.3 CAUSE**

The Management Board may in exceptional circumstances suspend or expel any member for a cause (such as an action that is illegal, unethical or directly damaging to the interests of HL7 UK). In such cases a member shall be offered a hearing. A simple majority vote of the full membership of the HL7 UK Management Board shall prevail for such actions. Subscriptions shall not be refunded or collected for the year in which these actions occur. The HL7 UK Management Board may at its sole discretion reinstate any member suspended or expelled.

## **3.7 VOTING MEMBERSHIP**

The Voting Membership consists of all Personal, Organisation, Government and Benefactor Members who have paid their subscriptions and have not terminated or been suspended from membership. Except where otherwise specified in balloting rules for particular purposes an Organisation or Benefactor or Government Member contributes three votes to the Voting Membership whereas a Personal Member contributes one vote.

## **3.8 MEMBERSHIP RIGHTS AND DUTIES IN RELATION TO HL7**

### **3.8.1 RIGHTS**

In so far as is practical, all benefits extended by HL7 to members of International Affiliates shall be available to HL7 UK Personal, Organisation, Benefactor, Government, Honorary and Student Members. However, in the case of Personal, Honorary and Student Members the rights are limited to the named individual and are not transferable.

### **3.8.2 DUTIES**

When participating in HL7 International activities, Members of HL7 UK must abide by the prevailing HL7 International Governance and Operations Manual (GOM), available from [http://www.hl7.org/documentcenter/public/membership/HL7\\_Governance\\_and\\_Operations\\_Manual.pdf](http://www.hl7.org/documentcenter/public/membership/HL7_Governance_and_Operations_Manual.pdf)

## **4 FINANCIAL MATTERS**

### **4.1 SUBSCRIPTIONS**

The subscription to be charged shall be reviewed annually and shall be determined by a vote at the Annual General Meeting following a recommendation that shall be made from time to time by the Management Board. All subscriptions received shall become the property of HL7 UK and shall be administered and applied for the furtherance of the objectives of HL7 UK.



## 4.2 OTHER CHARGES

The Management Board shall determine the charges to be made for meetings, provision of materials or delivery of service by HL7 UK. Money received in payment of such charges shall become the property of HL7 UK. Such charges should first be applied to cover costs associated with the event or product for which the charge was made. Thereafter any remaining funds shall be administered and applied for the furtherance of the objectives of HL7 UK.

## 4.3 DONATIONS

Acceptance of donations shall require prior approval of the Management Board. Any funds or property donated to further the work of HL7 UK shall become the property of HL7 UK, and shall be used for the purpose designated by the donor. If no specific purpose is designated the donation shall be administered and applied for the furtherance of the objectives of HL7 UK.

## 4.4 CONTRACTING FOR SERVICES

### 4.4.1 CONTRACTING PROCEDURES

4.4.1.1 An individual member of the Management Board may sign a contract for or enter into a commitment to make an uncontracted payment of up to and including £500 without prior agreement of the Board provided the said member has no direct or reciprocal pecuniary benefit from such contracts or payments. All such contracts or payments shall be notified by the said member to the Management Board within 1 week of the contract being signed or commitment made. No further contracts shall be signed with or commitments made to the same party by the same member until two weeks have elapsed after such notification, neither shall contracts be signed nor commitments be made by a single Management Board member to a total value of more than £2000 in one calendar month.

4.4.1.2 An individual member of the Management Board may sign a contract for or enter into a commitment to make an uncontracted payment of over £500 and up to and including £5000 only if the said member

- makes reasonable efforts to inform the entire Management Board of his intention (eg by sending an email to all Board members) and
- obtains the agreement of the majority of the Management Board as evidenced by emails or by minutes of a Board meeting or conference call
- where agreement is received by email, makes reasonable efforts to inform the entire Management Board (eg by sending an email to all Board members) when such agreement has been obtained

before the contract is signed or commitment made.

4.4.1.3 At least two members of the Management Board, one of these members being the Chairman (or if unavailable the Chairman Elect or the Past Chair), must sign any contract for or enter into any commitment to make an uncontracted payment of over £5000 but this can only be done if one or more of the said members

- make reasonable efforts to inform the entire Management Board of their intention (eg by sending an email to all Board members) and
- obtain the agreement of the majority of the Management Board as evidenced by emails or by minutes of a Board meeting or conference call

- where agreement is received by email, make reasonable efforts to inform the entire Management Board (eg by sending an email to all Board members) when such agreement has been obtained

before the contract is signed or commitment made.

4.4.1.4 In some cases, it may be appropriate for the Management Board to consider contracting a service from a member of the Management Board or agreeing to provide expenses for a member of the Management Board attending a particular meeting. In such cases, all other members of the Management Board should be consulted and any objections raised should be addressed before proceeding. Members of the Management Board shall be able to discuss their concerns within the Management Board in confidence (ie without involving the potential beneficiary).

4.4.1.5 The Management Board shall not enter into contracts to a value of more than £5000 with a duration of greater than one year without prior approval of the membership. Approval shall be assumed if within one month of notification to the membership no objection has been received. If such objection is received, the Management Board may call for the matter to be voted upon by the membership.

## **5 GOVERNANCE AND ORGANISATIONAL STRUCTURE**

### **5.1 MEMBERSHIP**

The ultimate authority within HL7 UK is the Voting Membership present at a properly convened General Meeting.

### **5.2 ANNUAL GENERAL MEETING**

HL7 UK shall in each calendar year hold a General Meeting as its Annual General Meeting (AGM) in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Organisation and that of the next. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings (EGMs).

The AGM shall:

- Receive reports from the officers of HL7 UK
- Receive and approve the accounts from the Treasurer
- Elect Officers
- Elect those positions on the Management Board due for election
- Discuss any other matters as raised by the Management Board or membership

### **5.3 EXTRAORDINARY GENERAL MEETING**

An Extraordinary General Meeting (EGM) shall be convened in any one of the following circumstances

- When called by the Chair of HL7 UK
- When called by a majority decision within the HL7 UK Management Board
- When requested by 10% of the voting membership (in this case the meeting shall be held within 40 days of receipt of such a request by the Secretary or Chair of HL7 UK)

- When the office of Chair or of Chair-elect shall fall vacant between AGMs.

## **5.4 GENERAL MEETINGS**

### **5.4.1 NOTICE FOR GENERAL MEETINGS**

- 5.4.1.1 At least 30 days' notice shall be given of the date, time, venue and outline agenda of a General Meeting. An appropriate mode of issuing notice is by a combination of an email to the membership mailing list and posting of the date on the HL7 UK Web site.
- 5.4.1.2 The venue may be amended if necessary due to numbers attending or other logistic issues provided. However, no less than 5 days notice shall be given and the new venue shall be within reasonable proximity to that initially announced.
- 5.4.1.3 Additions may be made to the agenda by the Chair and/or Secretary after issue of the original notice of the meeting. However, at least five days notice shall be given of all such changes and the Voting Members present at the meeting shall have the right to reject such additions.

### **5.4.2 LOCATION AND TIMING OF GENERAL MEETINGS**

All General Meetings shall be held as far as is practical at a time and location that is convenient to the membership. If possible the location and timing of the meeting shall be such that it can be attended by most Voting Members without requiring an overnight stay.

### **5.4.3 VOTING IN GENERAL MEETINGS**

- 5.4.3.1 All matters, except as otherwise specified in the bylaws or policy and procedures, shall be settled by simple majority of the Voting Membership present at a meeting. Note that the Voting Membership is deemed to include the multiple votes associated with Organisation, Benefactor and Government Membership.
- 5.4.3.2 A resolution put to the vote of a meeting shall be decided on a show of hands, except in the case of election of members of the Management Board, unless a secret ballot is requested.
- 5.4.3.3 A secret ballot may be requested by the chairman or two Voting Members present at the meeting. In this context, a secret ballot is one where each Member present casts votes on a piece of paper identifying their organisation and the number of votes cast. This enables the scrutineers to check the entitlement of the Member to cast that number of votes.
- 5.4.3.4 The results of the ballot shall be counted by one or more scrutineers appointed by the chairman.
- 5.4.3.5 Results of the ballot shall be announced during the General Meeting, but the identity of voters shall be kept secret.

### **5.4.4 QUORUM**

- 5.4.4.1 No business shall be transacted at any General Meeting unless a quorum is present. Members of HL7 UK holding 20 per cent of the total voting rights, each being a Personal Member or a duly authorised representative of an Organisation, Benefactor or Government member, shall be a quorum.
- 5.4.4.2 If such a quorum is not present within half an hour from the time appointed for a meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such other time as the Management Board may determine.

5.4.4.3 The Chair, or in his absence the Immediate Past Chair or Chair-elect shall preside as chairman of the meeting, but if none be present within 15 minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.

5.4.4.4 If no director is willing to act as chairman, or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.

## **5.5 MANAGEMENT BOARD**

The Management Board shall govern HL7 UK between General Meetings and shall determine from time to time the responsibilities and authority of the Officers.

### **5.5.1 MANAGEMENT BOARD MEMBERS**

The Management Board of HL7 UK shall consist of up to twelve members:

- Officers (5)
  - Chair
  - Treasurer
  - Management Board Secretary
  - Chair-elect or Immediate Past Chair
  - Technical Chair
- Management Board members at large (6, or such other number as shall be required to bring the total numbers up to the maximum)
- (Optionally) A member co-opted by the Management Board to fill a specific role identified by the other members of the Management Board (1).

### **5.5.2 MANAGEMENT BOARD TERMS OF OFFICE**

5.5.2.1 The usual term of office for Management Board Members shall run from one AGM until the next but one AGM (i.e. for a period of two years). The intention is to have overlapping terms of office rather than to change the entire Management Board at the same time. To facilitate this some Management Board Members may be elected for a one-year term of office.

5.5.2.2 Changes of office:

AGM even years

Chair-elect

Secretary

Three Management Board Members at Large

AGM odd years

Technical Chair

Treasurer

Three Management Board Members at Large

If the Chair-elect post fell vacant during the previous year, clause 5.5.3.4 applies, otherwise

Chair (Chair-elect from previous year)

Immediate Past Chair (replaces Chair-elect).

### **5.5.3 MANAGEMENT BOARD VACANCIES**

- 5.5.3.1 Membership of the Management Board will cease on receipt by the Management Board of written resignation, through written notice of incapacitation, through the missing of two consecutive Management Board meetings without approved extenuating circumstances, or through forfeiture of membership for non-payment of dues or other cause.
- 5.5.3.2 Unscheduled vacancies may be filled by appointment of the Management Board until the next scheduled AGM at which time the Members shall elect someone to fill the position for the duration of the vacant term of office, subject to clauses 5.5.3.3 and 5.5.3.4 below.
- 5.5.3.3 If the office of Chair shall fall vacant between AGMs the Chair-elect or Immediate Past Chair shall immediately assume the office of Chair; if the office of Chair cannot be filled in this way (for example if the Immediate Past Chair has resigned from the Management Board) the Management Board shall immediately call an EGM for the purpose of electing a Chair.
- 5.5.3.4 If the office of Chair-elect shall fall vacant between AGMs otherwise than by clause 5.5.3.3 above the Management Board shall immediately call an EGM for the purpose of electing a Chair-elect. If no nominations are received for the office of Chair-elect, the vacancy may be filled by appointment of the Management Board until the next scheduled AGM, in which case only that person shall be available for election as Chair-elect at the next AGM, and if so elected shall become Chair as per 5.5.2.2 above.
- 5.5.3.5 If the office of Chair-elect is vacant when notice is given of an AGM the existing Chair may offer himself for re-election and, if so elected he shall serve his full term; the offices of Immediate Past Chair and of Chair-elect shall remain vacant until the next AGM.
- 5.5.3.6 If a situation shall arise so that the above clauses result in the office of Chair being vacant, the Management Board shall take whatever measures it feels fit to ensure that the office of Chair shall be filled until the next AGM.

### **5.5.4 DUTIES AND POWERS OF THE MANAGEMENT BOARD**

The Management Board shall:

- Adopt policies and procedures governing HL7 UK.
- Employ or contract for administrative and technical personnel as the Management Board may consider necessary to support the activities of HL7 UK, and on such terms and conditions as it may deem advisable.
- Create advisory groups and councils as necessary to fulfil liaison with other organisations; and approve the Chair's recommended appointments for representatives to those organisations.
- Report to the membership annually regarding committee activities, financial status, and such matters as are necessary and advisable.

- Exercise its legal and constituted authority and responsibility in the direction and conduct of the affairs of HL7 UK in order to promote and attain the objectives of the HL7 UK.
- Engage in such business activities as may be in furtherance of HL7 UK objectives including, but not limited to, the entering of contracts, pursuit of grants, the purchase and sale of real and personal property, and the transacting of all other affairs of HL7 UK not otherwise provided.

### **5.5.5 MANAGEMENT BOARD MEETINGS**

- 5.5.5.1 A quorum for conducting official business at a meeting of the Management Board shall be a majority of its members.
- 5.5.5.2 The Management Board shall hold at least two meetings per year and shall participate in regular phone or email communications between meetings.
- 5.5.5.3 Other meetings of the Management Board may be held at the call of the Chair, or upon request by four Members of the Management Board.
- 5.5.5.4 Meetings and phone conferences of the Management Board shall be called with not less than 15 days' notice and shall indicate any major agenda topics to be covered. The agenda shall be made available by the Chair or Secretary no less than 5 days before the meeting.
- 5.5.5.5 If the Chair (or in his absence the Chair-elect or Immediate Past Chair) believes circumstances warrant a reduction in the notice period required by Clause 5.5.5.4 above may be reduced to 5 days for the next meeting or phone conference of the Management Board provided that:
- the Chair (or in his absence the Chair-elect or Immediate Past Chair) or Secretary makes reasonable efforts to ensure that all Management Board members are informed of the reduction in notice period and the reasons behind it;
  - The decision is approved by a two-thirds majority of Management Board members as evidenced by emails or faxes.
- 5.5.5.6 When required by the Management Board, a meeting may occur by means of a conference call or by any means of communication by which all persons participating in the meeting are able to hear one another.
- 5.5.5.7 In order to conduct business that would normally be the responsibility of the directors, at least one director should be present at Management Board Meetings. If this is not the case, the meeting must not conduct such business.
- 5.5.5.8 All votes within the Management Board shall be by simple majority of those present. If a vote is tied or inconclusive owing to abstentions, the Chair of the meeting should seek an alternative consensus proposal or defer a decision to a subsequent meeting. However, if a decision cannot be deferred, the decision may be made in one of the following ways:
- In the case of an inconclusive result due to abstention the Chair may rule that the simple majority of those voting is to be followed.
  - In the case of tied vote, the Chair may determine the result using an (additional) casting vote.
- 5.5.5.9 The Management Board may also make decisions outside meetings of the Management Board provided that:

- One or more members of the Management Board make reasonable efforts to ensure that all Management Board members are informed of the required decision and the reasons behind it;
- The decision is approved by the majority of Management Board members as evidenced by emails or faxes.
- The Management Board is informed of the approval and the names of the Management Board members so approving the decision.

#### **5.5.6 MANAGEMENT BOARD MEMBER DISCLOSURE OF INTERESTS**

5.5.6.1 Officers and other members of the Management Board are required to declare any pecuniary or other potentially conflicting interests that they have in relation to a meeting in general or particular agenda topic. Many such interests are implicitly recognised as a result of the organisations which members are known to represent. However, some potentially conflicting interests are not immediately apparent and these must be declared to limit the possibility of misunderstanding. For example, when a person is funded by or representing one or more specific clients or organisations at a meeting this should be declared. Similarly, where two organisations have an affiliation or joint venture that results in a shared interest this should be declared to the extent possible within any pre-existing confidentiality agreement. All members of HL7 UK bring interests and expertise to the Organisation and so long as these are openly declared they add to value and depth of the topics discussed. The existence of a potentially conflicting interest is not in itself a reason to withdraw from a discussion but other members of the Management Board should have the option to request withdrawal where they consider it appropriate.

#### **5.5.7 MANAGEMENT BOARD EXPENSES**

- 5.5.7.1 HL7 UK will only refund expenses incurred by Management Board members if these have been previously agreed in relation to a particular task or set of duties.
- 5.5.7.2 HL7 UK will fund the costs associated with meeting rooms and associated facilities for Management Board meetings.
- 5.5.7.3 The Management Board shall agree a budget to support the reasonable costs of the Chair or Technical Chair or other appointed deputy to attend specified meetings at which the interests or responsibilities of HL7 UK need to be represented. These funds shall only be available to cover expenses that would not otherwise be funded by another organisation and may be capped to exclude excessive or non-essential costs.

## **6 DIRECTORS AND OFFICERS**

### **6.1 DIRECTORS**

#### **6.1.1 DIRECTORS OF HL7 UK LTD**

- 6.1.1.1 All Directors of HL7 UK Ltd shall be appointed, and their tenure of office determined by, the Management Board.
- 6.1.1.2 Directors must be members of HL7 UK
- 6.1.1.3 Directors generally do not need to be members of the HL7 UK Management Board; however, at least one director must be a member of the Management Board.

- 6.1.1.4 A Director would remain in place until he/she resigns or is asked to leave by the Management Board.
- 6.1.1.5 Unless otherwise decided by the Management Board, the Chair of HL7 UK shall be the Chairman of HL7 UK Ltd, and the Treasurer of HL7 UK shall be the Financial Director and Company Secretary.

## **6.2 ROLES OF OFFICERS**

### **6.2.1 CHAIR**

The Chair shall preside at all meetings of the Management Board and General Meetings. The Chair shall manage liaison or affiliations with HL7 and with other organisations. In the absence of the Chair, the Chair-elect or the Immediate Past Chair shall preside. The Chair shall be a member, *ex officio*, with vote, on all other formal or ad-hoc committees, subcommittees or subgroups within HL7 UK.

### **6.2.2 CHAIR-ELECT**

The Chair-elect shall automatically become the Chair at the conclusion of the term of the Chair. The Chair-elect shall assist the Chair and develop the operating plan for the following year. The Chair-elect shall be a member, *ex officio*, with vote, on all other formal or ad-hoc committees, subcommittees or subgroups within HL7 UK.

### **6.2.3 IMMEDIATE PAST CHAIR**

At the completion of their term the Chair shall assume the role of Immediate Past Chair. The Immediate Past Chair shall assist the Chair in implementing the operating plan for the following year. The Immediate Past Chair shall be a member, *ex officio*, with vote, on all other formal or ad-hoc committees, subcommittees or subgroups within HL7 UK.

### **6.2.4 SECRETARY**

The Secretary, under the direction of the Management Board, shall accomplish or cause to be accomplished, the following tasks: record and publish Board meeting minutes; create and distribute meeting notices; create and distribute voting items; tally votes; publish Board meeting agendas; maintain a list of Board members, and any other records required by law. The Secretary shall provide or oversee the provision of general administrative support for the Management Board. In the absence of the Secretary, the Chair of the meeting may appoint an Acting Secretary for the purpose of recording meeting minutes and tallying votes.

### **6.2.5 TREASURER**

The Treasurer shall establish orderly mechanisms for the collection of subscription and other income of HL7 UK and the distribution of monies owed. The Treasurer shall prepare, or cause to be prepared, all financial reports, subject to procedures defined in these Bylaws, presented to the Management Board and to the membership. The Treasurer shall arrange the services of an appropriate professional accountant to review or audit the records and financial statements when and as required by the Management Board. The Treasurer shall have the responsibility to submit financial reports and pay dues to HL7 as specified in the International Affiliation Agreement in a timely manner.

### **6.2.6 TECHNICAL CHAIR**

The Technical Chair shall be responsible for establishing orderly mechanisms for development, discussion and adoption of technical methods and standards that meet the objectives of HL7 UK. The Technical Chair shall oversee the process of balloting of UK specifications. The Technical Chair shall also coordinate UK input to HL7 working meetings, harmonisation meetings and ballots on technical specifications.



## **6.3 ELECTION OF OFFICERS**

### **6.3.1 NOMINATIONS**

- 6.3.1.1 The Secretary or other Officer shall issue an invitation for nominations from the membership for vacant posts at least 30 days before the AGM (or other General Meeting at which an election is to be held).
- 6.3.1.2 The nomination period shall close 5 days before the meeting.
- 6.3.1.3 In the event of insufficient nominations being received, the membership shall be notified and the nomination period for that election extended until the time of voting.
- 6.3.1.4 A candidate shall be deemed unacceptable if one or more members shall state this at the meeting at which the ballot is to be held, and this is confirmed by a majority of votes of members present at the meeting, with each member casting up to the number of votes permitted by their membership type.

### **6.3.2 PROCEDURE**

- 6.3.2.1 Elections to vacant posts shall be held in the following order:
  - Chair
  - Chair-elect
  - Secretary
  - Treasurer
  - Technical Chair
  - Management Board Members at Large.
- 6.3.2.2 Election shall be by secret ballot of members present at the meeting, with each member casting up to the number of votes permitted by their membership type.
- 6.3.2.3 The results of the ballot shall be counted by one or more scrutineers appointed by the membership.
- 6.3.2.4 Results of the ballot shall be announced during the General Meeting.
- 6.3.2.5 Nominees who fail to be elected for a post of Officer will automatically be considered, if they so wish, as nominees for the election of Management Board Members at Large.
- 6.3.2.6 The Chair and Chair-elect shall assume their roles immediately on announcement of the result unless this causes a breach of the Articles of Association whereby a director of HL7 UK Ltd must be in charge of the meeting, in which case the meeting shall elect a director who is present to preside for the rest of the General Meeting. All other Officers shall assume their roles at the end of the meeting unless:
  - The post would otherwise be vacant, or
  - Two or more Voting Members request the Officer to assume the role, and this is confirmed by the Voting Members presentin which cases the role shall be assumed immediately.

## **6.4 TERM OF OFFICE**

### **6.4.1 CHAIR**

The Chair shall serve for a term of two years immediately following a one-year term as Chair-elect. The term of office as chair shall begin at the AGM in an odd-numbered year and shall run until the AGM in the next odd-numbered year. The Chair shall not serve consecutive terms, except as provided for in 5.5.3.5

### **6.4.2 CHAIR-ELECT**

The Chair-elect shall be elected at the AGM in an even-numbered year and shall serve in this role until the following AGM and will then ascend to the role of Chair.

### **6.4.3 IMMEDIATE PAST CHAIR**

The Immediate Past Chair shall serve for a period of one year, commencing at the AGM in an odd-numbered year and ending at the following AGM with the election of a new Chair-elect.

### **6.4.4 SECRETARY**

The Secretary shall serve for two years being elected in even-numbered years. The Secretary shall serve no more than three consecutive terms; this rule to be waived if no nomination is made of a candidate deemed acceptable by the membership.

### **6.4.5 TREASURER**

The Treasurer shall serve for two years, being elected in odd-numbered years. The Treasurer shall serve no more than three consecutive terms; this rule to be waived if no nomination is received of a candidate deemed acceptable by the membership.

### **6.4.6 TECHNICAL CHAIR**

The Technical Chair shall serve for two years, being elected in odd-numbered years. The Technical Chair shall serve no more than three consecutive terms; this rule to be waived if no nomination is received of a candidate deemed acceptable by the membership.

### **6.4.7 VACANCIES**

- 6.4.7.1 Vacancy of the office of Chair shall be filled by succession of the current Chair-elect to the office of Chair to serve through their elected term. In the absence of a Chair-elect (as would be the case in the first year of a Chair's term), the Immediate Past Chair shall assume the office of Chair pro tem and initiate the nomination of candidates and election of a new Chair within ten days. The elected Chair shall take office immediately upon publication of the results of the election and serve the remainder of the term.
- 6.4.7.2 Other vacancies shall be filled promptly by vote of the Management Board in regular or special assembly with co-optees as necessary to complete the current term.

## **7 DECLARATIONS OF POTENTIAL CONFLICTS OF INTEREST**

Members of the Management Board are required to declare any pecuniary or potentially conflicting interests relating to a meeting or an individual agenda item. All attendees are encouraged to make similar declarations. This is particularly important where the interests are not immediately apparent from organisational affiliations (e.g. where a consultant is being funded for involvement in a particular initiative by one of the directly interested parties). The intention of this rule is openness and avoidance of misunderstanding. HL7 UK

recognises and encourages the participation of people with interest and expertise in particular domains - especially where the interest and experience is direct and practical.

## **8 APPROVAL OF HL7 UK SPECIFICATIONS**

Approval or adoption of HL7 UK Specifications, or parts thereof, shall be by Affirmative Vote of the Ballot Pool for that ballot. An approved or adopted Specification, or part thereof, may be designated as an HL7 UK Standard or a Draft Standard for Trial Use (DSTU).

### **8.1 BALLOT POOL**

The Ballot Pool for a ballot shall be those members of HL7 UK who request membership of the Ballot Pool between the Announcement and the Return Date for that ballot. By default, the casting of a vote before the Return Date by a member of HL7 UK constitutes a request to join the Ballot Pool.

### **8.2 MEMBERS OF HL7 UK**

Members of HL7 UK shall be those Personal, Organisation Government or Benefactor members of HL7 UK who have paid membership fees for the period including the Return Date for the ballot. Votes shall be cast as follows:

- 1 vote for each Personal member
- 3 votes for each Organisation, Government or Benefactor member.

In the case of Organisation, Government or Benefactor members, the votes counted will be those cast by the Authorised Representative of the organisation or a person acting on his behalf.

### **8.3 AFFIRMATIVE VOTE FOR STANDARDS**

An Affirmative Vote for a Standard is where:

- Votes are received from at least 60% of the Ballot Pool for that ballot
- At least 90% of the combined affirmative and negative votes are affirmative.

### **8.4 AFFIRMATIVE VOTE FOR DRAFT STANDARDS FOR TRIAL USE (DSTU)**

An Affirmative Vote for a new Draft Standard for Trial Use where:

- Votes are received from at least 60% of the Ballot Pool for that ballot
- At least 60% of the combined affirmative and negative votes are affirmative.

Draft Standards for Trial Use shall be valid for two years from the date of publication, or for up to six months after the publication of a subsequent revised DSTU or the first accredited version of the standard that embodies the draft standard, whichever is longer.

### **8.5 INFORMATIVE BALLOT**

An Informative Ballot may be held where material is not intended to become a Standard or a DSTU, but nonetheless is intended for general publication. The material explains or supports the structure of the HL7 Specifications, or provides detailed information regarding the interpretation or implementation of an HL7 Specification. Following approval of the informative document, the document may be submitted for a subsequent normative or DSTU ballot.

## **8.6 AUTHORISATION OF A BALLOT**

A ballot may be authorised by the Management Board or a majority vote within a general meeting of the HL7 UK membership. The ballot shall be organised by the Technical Chair of HL7 UK or by such person or persons as shall be agreed by the Management Board.

## **8.7 PROCEDURE**

### **8.7.1 ANNOUNCEMENT**

Within one month of the authorisation of a ballot, the ballot Announcement shall be sent to the entire membership of HL7 UK. For this purpose the Announcement is considered to have been made when an appropriate email has been sent to the HL7 UK members' mailing list and posted on the HL7 UK web site. However, any person or organisation that has applied for membership of HL7 UK to cover a period including the Return Date and has not been added to the HL7 UK members mailing list within 30 days of payment of membership dues shall have a right of appeal against the result of the ballot if they were unaware that it was taking place.

The Announcement will include details of the Return Address for the ballot, and the Return Date.

### **8.7.2 ACCESS TO BALLOT MATERIAL**

Material that is subject to ballot shall be available to all HL7 UK Members throughout the ballot period. This material must be available to members in an electronic form either from a web location referenced in the Announcement or as an email attachment accompanying the Announcement. The material shall not be altered in any way during the ballot period.

### **8.7.3 RETURN DATE**

The Return Date shall be not less than one calendar month nor more than three calendar months after the date of the Announcement.

### **8.7.4 VOTING**

Votes shall be submitted by email or by another mechanism agreed by the Management Board. The details of the Return Address or other relevant requirements shall be stated clearly in the Announcement. Votes shall be in the form specified in the Announcement and shall include at least the following options:

- Affirmative
- Affirmative with Statement
- Negative with Statement

All votes should wherever possible be submitted on the pro-forma issued with the ballot.

## **8.8 STATEMENTS ACCOMPANYING VOTES**

### **8.8.1 FORM OF STATEMENTS**

Any member of the Ballot Pool may submit a Statement irrespective of the nature of the vote cast. All Statements must be submitted in an electronic form and should wherever possible be submitted on the pro-forma issued with the ballot. An alternative electronic form may be used where the size or complexity of the Statement cannot be accommodated within the constraints of the pro-forma issued. In all cases, Statements must clearly reference the relevant section or sections of the Specification.

### **8.8.2 AFFIRMATIVE VOTES**

All Statements accompanying affirmative votes shall be considered, but no action need be taken: such Statements shall not affect the approval or rejection of the Specification.

### **8.8.3 NEGATIVE VOTES**

Negative votes shall be accompanied by a Statement. Any negative vote that is not accompanied by such a Statement shall be recorded as an abstention and need not be considered further. For the purposes of calculating the Affirmative Vote (see 8.3 above), such an abstention shall be counted as votes received and count towards the 60%, but not count towards the total of combined affirmative and negative votes.

## **8.9 DISCUSSION OF NEGATIVE VOTES AND STATEMENTS**

### **8.9.1 NOTIFICATION OF DISCUSSION**

All HL7 UK members, including the negative voter, shall be notified by email from the Technical Chair (or such person as shall be nominated by them) to the HL7 UK members' mailing list of the time and place where the negative votes and Statements shall be considered. The notification shall be sent out not less than 15 days prior to the meeting. Such notification may be included in a report of the Ballot or in a meeting agenda, or by other appropriate means. Ballot comments will be circulated to the HL7 UK members' mailing list a minimum of 7 days before the meeting. Comments on the ballot comments may be submitted back to the members' list, to influence future discussion.

### **8.9.2 TECHNICAL REVIEW GROUP**

The Technical Review Group shall be those members attending the ballot discussion meeting (or meetings), with a required quorum of 5 members at each session. To enable maximum possible attendance, the meeting shall be a conference call. Negative votes and Statements received shall be considered by the Technical Review Group and a Recommendation made to the Management Board. This Recommendation shall be in the form of changes to the Specification or that the Statement should be found not persuasive or not relevant.

### **8.9.3 MANAGEMENT BOARD REVIEW**

The Technical Review Group Recommendation shall then be considered at the next meeting of the Management Board. If the Management Board disagrees with the Recommendations it shall ask the Technical Chair to reconsider, in consultation with the Technical Review Group.

### **8.9.4 TECHNICAL REVIEW GROUP ACTIONS ON NEGATIVE VOTES**

If the Technical Review Group finds the Statement accompanying a negative vote to be not persuasive or not relevant, it shall offer the member responsible for the Statement an opportunity to withdraw the Statement; if it is withdrawn the vote shall count as an abstention. (See also special case for Informative Ballots in 8.9.10 below).

If the member chooses not to so do, this shall be reported by email to the HL7 UK members' mailing list, together with the Technical Review Group's reasons for finding the Statement not persuasive or not relevant. The Statement shall then be reconsidered, and if found to be invalid by a two-thirds majority of the Technical Review Group it shall be counted as an abstention.

### **8.9.5 SUBSTANTIVE CHANGES**

In a Normative or DSTU ballot, if the Technical Review Group finds that substantive changes are to be made to the Specification, the revised Specification shall be resubmitted to the entire ballot process. This does not apply to an Informative ballot

since such ballots are expected to be held in the context of ongoing development of the Specification.

When balloting of a revised Specification results in the same Statements previously found to be invalid by the Technical Review Group, the HL7 UK Technical Chair may give leave that further consideration of the negative vote is not required.

#### **8.9.6 NON-SUBSTANTIVE CHANGES**

If all Statements together result in only non-substantive changes, and the overall result of the ballot is affirmative, the person or persons responsible for preparing the Specification shall make any agreed changes and deliver a revised Specification to the HL7 UK Technical Chair, whereupon it shall be deemed to have been approved.

#### **8.9.7 NOTIFICATION OF DISPOSITION OF NEGATIVE VOTES**

The HL7 UK membership shall be notified as to the disposition of their negative votes and/or Statements by email to the HL7 UK members' mailing list.

#### **8.9.8 APPEAL MECHANISM**

Any negative voter whose Statement has been found invalid by the Technical Review Group shall be notified in writing or by email of their right to appeal and may request a Confirming Ballot. This request shall be made by email to the HL7 UK Technical Chair within 30 days after notification of the disposition of the negative ballots.

The HL7 UK Technical Chair shall promptly prepare a Confirming Ballot which shall require an affirmative vote of at least two-thirds of the combined affirmative and negative votes cast by the Ballot Pool with no minimum percent return requirement, to confirm the action taken. An explanation of the circumstances of the request shall accompany this ballot Announcement.

#### **8.9.9 DOCUMENTATION OF ACTIONS ON NEGATIVE VOTES**

The reason(s) for the action(s) taken on negative votes and a record of the vote shall be recorded by the Technical Review Group responsible for preparing the Specification.

#### **8.9.10 INFORMATIVE BALLOT RESOLUTION**

For an Informative Ballot there is no requirement to resolve negative comments and seek withdrawal of the negative; however, an agreement that the negative comment is persuasive will usually result in change to the subject matter. The process of consideration of the comments is not synonymous with nor shall it assume the rigor of normative reconciliation.

There is no quorum required for an informative document. The informative document shall be considered approved if, following ballot review, 60% of the combined affirmative and negative votes cast are affirmative.

## **9 USE OF HL7 UK NAME**

### **9.1 PROHIBITIONS**

Use of the HL7 UK name or stationery to endorse, promote, foster, or criticize any commercial product, vendors, services, or to express personal views about legislative issues is prohibited without the permission of the Management Board.

### **9.2 STATIONERY USE**

HL7 UK stationery shall be used by Officers, Management Board members, appointed committee chairs, and staff for authorised business and projects exclusively. Upon completion of official terms of office, Officers, Management Board members, and

appointed committee chairs shall discontinue the use of HL7 UK stationery immediately. The same is applicable to contracted staff upon termination of appointment to HL7 UK.

## **10 REVISION OF BYLAWS**

### **10.1 REVISION OF BYLAWS**

The Management Board shall convene an *ad hoc* committee to review these bylaws periodically. These bylaws may be altered or amended as a result of such review or upon approval of a Request for Change

### **10.2 REQUEST FOR CHANGE**

A written request to revise the bylaws, containing the specific language of changes recommended and signed by at least ten Voting Members in good standing, may be submitted to the Secretary or the Technical Committee Chair as a Request for Change.

### **10.3 APPROVAL**

Within 30 days of the receipt by the Secretary or the Technical Committee Chair of a valid Request for Change, the recommended changes shall be circulated to the full Voting Membership in the form of a ballot. Allowing exactly 30 days from the date of release for the return of ballots, the Secretary or the Technical Committee Chair shall tally the returned ballots. The Request for Change shall be deemed approved by an affirmative vote of at least two-thirds of all Voting Members in good standing voting on the issue.

### **10.4 EFFECTIVE DATE**

Bylaws, as altered or amended, shall become effective immediately upon approval unless otherwise stipulated in the Request for Change or the recommendation of the review committee.

## **11 COPYRIGHT AND PATENTS**

### **11.1 COMMITMENT**

All participants grant a free, irrevocable license to HL7 and HL7 UK:

- (1) to incorporate any contributions regardless of media or form, and any subsequent modifications thereof, in the creation or maintenance of HL7 or HL7 UK standards or specifications;
- (2) to copyright in HL7 or HL7 UK's name any HL7 or HL7 UK standard or specification even though it may include portions of said contributions;
- (3) to, at HL7 UK's sole discretion, permit others to reproduce in whole or in part the resulting Standards.

All participants further acknowledge that, to the best of their knowledge, all contributions are free of encumbrance as it relates to the intellectual property rights of others.

### **11.2 PREVIOUSLY COPYRIGHTED MATERIAL**

The use of previously copyrighted material in standards and specifications is discouraged; rather the material should be referenced by name and source including any known licensing requirements. However, if such material is deemed sufficiently important to merit insertion, the appropriate authorisation for its use, both in the standards and specifications and by the membership, from the copyright holder. A note citing authorisation for use shall be included in the standards and specifications; without such authorisation the material may not be inserted in the standard or specification.

### **11.3 INDEPENDENTLY-DEVELOPED DOCUMENTS**

Submission of independently-developed documents for consideration as a potential standard or specification or to serve as base documents for such development is encouraged. In order to ensure unencumbered development a written release of unrestricted world rights to use a document as the basis for development of standards or specifications and for all future revisions and editions of that standard or specification is required. In giving permission to use the document as the basis for a standard or specification, the copyright owner(s) do not forfeit the copyright to their original text and its future development outside of HL7 UK or HL7; however, the copyright owner(s) must agree not to refer to their document as an HL7 UK or HL7 Standard. The copyright owner(s) will be credited for their initial development of the base document in the front matter of the approved standard or specification.

### **11.4 TRADEMARKS**

The use of trademarks or service marks other than HL7 UK and HL7 in the Standards is discouraged; however, when used the first occurrence of the item will be marked by the appropriate symbol and the name of the trademark owner will be annotated in the front matter of the Standard.

### **11.5 PATENTS**

#### ***11.5.1 COMMITMENT***

All participants will identify to HL7 UK and to HL7, through the issuance of a letter of assurance, any patents or patent applications felt to be applicable to HL7 UK or to HL7 standards or specifications. This assurance shall be provided without coercion and shall take the form of either:

(1) a general disclaimer to the effect that the patentee will not enforce any of its present or future patent(s) whose use would be required to implement the proposed HL7 UK or HL7 standard or specification against any person or entity using the patent(s) to comply with the standard or specification or

(2) a statement that a license will be made available without compensation or under reasonable rates, with reasonable terms and conditions that are demonstrably free of any unfair discrimination. This assurance shall apply, at a minimum, from the date of the standard's approval to the date of the withdrawal of the standard or specification, being irrevocable during that period.

#### ***11.5.2 DISCLAIMER***

HL7 UK is not responsible for identifying patents for which a license may be required by a standard or specification or for conducting inquiries into the legal validity or scope of those patents that are brought to its attention. HL7 UK shall make the membership aware of any such patents brought to its attention.

### **11.6 MATERIAL IN THE PUBLIC DOMAIN**

Material from the public domain included in the standard or specification shall include annotation citing author and source.