



## PARTICIPATION IN IHTSDO BODIES AND FORUMS

### IMPORTANT NOTICE – PLEASE READ THE FOLLOWING CAREFULLY

These Conditions govern participation in any IHTSDO Body or Forum and the submission of Contributions for consideration in any IHTSDO Body or Forum. In these Conditions, a person (other than an employee of the IHTSDO) who participates in an IHTSDO Body or Forum or submits Contributions for consideration in an IHTSDO Body or Forum is referred to as a “**Participant**”.

These Conditions form a contract between the International Health Terminology Standards Development Organisation *forening med begrænset ansvar* (the “**IHTSDO**”), Rued Langgaards Vej 7, 5te, Copenhagen S, Denmark, and each Participant.

By participating in any IHTSDO Body or Forum, or submitting any Contribution for consideration in any IHTSDO Body or Forum, each Participant agrees to be bound by these Conditions. Participants will be requested by the IHTSDO to sign a copy of these Conditions as evidence that they have agreed to these Conditions, but these Conditions will apply to each Participant whether or not they are signed by the Participant.

Each Participant also represents to the IHTSDO that all Contributions will be entirely his/her own original work, that he/she has not created any Contributions in the course of his/her employment (unless the employer is a Member), and that he/she has not already assigned the Intellectual Property rights in any Contributions to any other person (other than a Member). Any Participant who is unable to give this representation must bring the matter to the attention of a representative of the IHTSDO Management Board before participating in any IHTSDO Body or Forum.

### 1. TERMS WITH SPECIAL MEANINGS

In these Conditions, words and expressions defined in the Appendix (**Defined Terms**) have the meanings given in the Appendix. The terms “**Participant**” and “**IHTSDO**” also have the meanings given in the “Important Notice” box above.

### 2. FREEDOM TO USE AND RE-USE CONTRIBUTIONS

- 2.1 Each Participant will remain free to re-use any of his or her Contributions, and the IHTSDO will not seek to prevent any Participant from re-using any of his or her own Contributions.
- 2.2 Subject to the exception in clause 2.3, each Participant agrees that the IHTSDO and each other Participant will be free to make use of any of the Participant’s

Contributions, and that he or she will not seek to prevent the IHTSDO or any other Participant from making use of any of those Contributions.

- 2.3 In the case of any Direct Contribution, only the IHTSDO and the Participant who made that Direct Contribution will be free to make use of it under clause 2.2. The rights of any other Participant to make use of any Direct Contribution, once incorporated into the International Release, will be as set out in the SNOMED CT Affiliate Licence, provided that the Participant is also an Affiliate.

### 3. **OWNERSHIP AND LICENCE OF INTELLECTUAL PROPERTY RIGHTS**

- 3.1 Each Participant agrees that all Intellectual Property Rights in all works created, and all inventions made, by or on behalf of the IHTSDO that are based on or derived from the Participant's Contributions (or any part of the Participant's Contributions) will belong solely to the IHTSDO.
- 3.2 No Participant will have any right, title or interest in any Intellectual Property Rights in any works created, or any inventions made, by or on behalf of the IHTSDO that are based on or derived from the Participant's Contributions (or any part of the Participant's Contributions).
- 3.3 Each Participant grants the IHTSDO a licence to use, modify, reproduce, distribute, perform, display, transmit, publish, create derivative works of and sublicense the Participant's Contributions (apart from Direct Contributions).
- 3.4 The licence granted by each Participant under clause 3.3 is:
  - 3.4.1 non-exclusive (meaning that the Participant is not prevented from granting identical or similar licences to other licensees);
  - 3.4.2 irrevocable (meaning that it cannot be revoked by the Participant for any reason);
  - 3.4.3 perpetual (meaning that it lasts forever);
  - 3.4.4 worldwide (meaning that the IHTSDO may exercise its rights under the licence in any territory of the world); and
  - 3.4.5 royalty-free (meaning that the IHTSDO is not obliged to pay any royalty or make any other payment to the Participant under the licence).
- 3.5 Each Participant assigns to the IHTSDO all of its right, title and interest in all Intellectual Property Rights in all Direct Contributions that are made by the Participant. If there is any copyright in any Direct Contribution that does not exist when the Participant agrees to be bound by these Conditions, but that comes into existence at a future date, this assignment will have effect as a present assignment of that future copyright.

#### **4. FURTHER TERMS RELATING TO INTELLECTUAL PROPERTY RIGHTS**

- 4.1 This clause 4 only applies to Direct Contributions, apart from clause 4.7 which applies to all Contributions.
- 4.2 An assignment of Intellectual Property Rights in a Direct Contribution under clause 3.5 includes all rights and benefits relating to the assigned Intellectual Property Rights. This includes the right to sue for damages and to claim any other remedy or relief in respect of any infringement or unauthorised use of those Intellectual Property Rights that occurred before the date of the assignment.
- 4.3 Each Participant waives, and agrees to ensure that every other author of the Participant's Direct Contributions waives, all moral rights in the Direct Contributions, cf. § 3 in the Danish Copyright Act, and to the extent that it is legally possible, any equivalent or similar rights in any territory of the world. Each Participant's waiver of moral rights under this clause is unconditional and may not be revoked, and the Participant must ensure that the waiver by each other author is also unconditional and irrevocable.
- 4.4 Each Participant agrees not to register or attempt to register any Intellectual Property Rights in any of the Participant's Direct Contributions unless the IHTSDO requests it to do so.
- 4.5 Each Participant will, if the IHTSDO requests, promptly provide to the IHTSDO all documents, papers and records on all media (including all copies and abstracts of them) that are in the Participant's possession and that record or relate to the Participant's Direct Contributions or their creation.
- 4.6 Each Participant will, if the IHTSDO requests, and at the IHTSDO's expense, sign all documents and do all other things necessary to give effect to an assignment of Intellectual Property Rights in a Direct Contribution under clause 3.5.
- 4.7 Each Participant will, at the IHTSDO's expense, provide all co-operation, information and assistance reasonably requested by the IHTSDO in connection with the IHTSDO bringing or defending any claim, action or demand in relation to any of the Participant's Contributions (including the Intellectual Property Rights in any Direct Contribution assigned under clause 3.5).

#### **5. USE**

- 5.1 The IHTSDO's rights under these Conditions are not subject to the actual use of these rights within a certain period of time.

**6. RELATIONSHIP WITH OTHER AGREEMENTS**

If any Participant enters into a separate Agreement with the IHTSDO that applies to any or all Contributions made by that Participant, the terms of that agreement will apply in place of these Conditions in respect of those Contributions.

**7. VARIATIONS**

7.1 These Conditions may not be varied except by a written agreement that is signed by the IHTSDO and the Participant and expressed to vary these Conditions.

7.2 Without limiting clause 7.1, these Conditions may not be varied by any notice in relation to confidentiality, intellectual property rights or other proprietary rights on any documents or other materials provided by any Participant. The IHTSDO shall not be deemed to agree with the terms of any such notice by accepting any document or other materials from a Participant.

**8. GOVERNING LAW AND JURISDICTION**

8.1 These Conditions are governed by, and shall be interpreted in accordance with, the laws of the Kingdom of Denmark.

8.2 The Danish courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Conditions.

**SIGNED BY THE PARTIES:**

**The IHTSDO:**

**The Participant:**

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Signatures

Signature

Print Names:

Print Name:

(1)

(2)

Date:

Date:

## Appendix

### Defined Terms

In these Conditions, the following words and expressions have the following meanings:

<b>Affiliate</b>	An affiliate of the IHTSDO in accordance with the IHTSDO Articles.
<b>Contribution</b>	<p>Any of the following contributed by a Participant in an IHTSDO Body or Forum or submitted by a Participant for consideration in an IHTSDO Body or Forum (whether or not the Participant takes part in the IHTSDO Body or Forum in person):</p> <ol style="list-style-type: none"><li>(1) records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software and other materials; and</li><li>(2) inventions, ideas, discoveries, developments, improvements and innovations.</li></ol>
<b>Direct Contribution</b>	Any Contribution (including any proposed SNOMED CT Content and any proposed Specification), or any part of a Contribution, that is incorporated by the IHTSDO into the International Release in a form that is unaltered or substantially unaltered from the form in which it was contributed by the Participant.
<b>include or including</b>	including (without limitation).
<b>IHTSDO Articles</b>	The Articles of Association ( <i>vedtægter</i> ) of the IHTSDO (as amended from time to time).
<b>IHTSDO Body</b>	Any body organised by or on behalf of the IHTSDO for the purpose of sharing knowledge in relation to, or collaborating on improvements, enhancements or other modifications to, SNOMED CT, specifications, and related works. IHTSDO Bodies include any Committee or Working Group established under the IHTSDO Articles and the Affiliate Forum established under the IHTSDO Articles.
<b>Intellectual Property Rights</b>	Patents, trademarks, service marks, copyright (including rights in computer software), moral rights, database rights, rights in designs, trade secrets,

know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection that have an equivalent or similar effect in any jurisdiction.

**International Release**

The International Release of SNOMED CT maintained and distributed by the IHTSDO, as more fully defined in the SNOMED CT Affiliate Licence.

**Member**

A member of the IHTSDO in accordance with the IHTSDO Articles

**SNOMED CT**

The concept-based work of clinical nomenclature and classification with multiple hierarchies and semantic definitions known as SNOMED Clinical Terms (SNOMED CT).

**SNOMED CT Content**

Terminological content of SNOMED CT, as more fully defined in the SNOMED CT Affiliate Licence.

**SNOMED CT Affiliate Licence**

The IHTSDO's standard licence agreement for Affiliates in respect of SNOMED CT, as amended from time to time and available at the following URL:

<http://www.ihtsdo.org>

**Specification**

Specifications promulgated by the IHTSDO for products and processing related to SNOMED CT, including specifications of the internal logic of SNOMED CT, editorial policies, guidelines and characteristics.