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Contact: Dorrette Finch, Director, Division of Research Documentation, ORA, OER, National Institutes of Health, 6701 Rockledge Drive, Bethesda MD 20892-7983; email: <u>dw33v@nih.gov</u>

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CST95 - Coding Symbols for Thesaurus of Adverse Reaction Terms (COSTART). 5th ed. Rockville (MD): U.S. Food and Drug Administration, Center for Drug Evaluation and Research, 1995.

COSTART has been superseded by the Medical Dictionary for Regulatory Activities (MedDRA) Terminology.

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DSM4_1994 - Diagnostic and Statistical Manual of Mental Disorders (DSM-IV). 4th ed. Washington (DC): American Psychiatric Association, 1994.

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Contact: G. Octo Barnett, M.D., Laboratory of Computer Science, Massachusetts General Hospital, 50 Staniford Street, 5th Floor, Boston, MA 02114; phone: (617) 726-3939; fax: (617) 726-8481; e-mail: <u>Barnett.Octo@mgh.Harvard</u>

Contact: Jose L. V Mejino Jr. MD;Senior Scientist;Structural Informatics Group, Dept. of Biological Structure;Box 357420, HSB T-165;;Seattle;WA;United States;98195;206-543-7118, 206-543-1861;206-543-

1524;mejino@u.washington.edu;http://depts.washington.edu/ventures/UW_Technology/Express_Licen

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The American Medical Association's CPT[™] codes in HCPCS have a Source Abbreviation of HCPT04. The American Dental Association's CDT codes in HCPCS have a Source Abbreviation of HCDT4.

Contact: Cynthia Hake;CMS HCPCS Workgroup Chair;Centers for Medicare & Medicaid Services (CMS);7500 Security Boulevard;;Baltimore;MD;United States;21244;1-410-786-3404;;<u>hcpcs@cms.hhs.gov;http://wayback.archive-</u>

it.org/4253/20161017125915/http://www.cms.gov/Medicare/Coding/MedHCPCSGenInfo/index.html;

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Contact: Elspeth Bruford, PhD;Group Co-ordinator;HUGO Gene Nomenclature Committee (HGNC);European Bioinformatics Institute (EMBL-EBI);Wellcome Trust Genome Campus;Hinxton;Cambridge;United Kingdom;CB10 1SD;;+44 (0) 1223 494 468;hgnc@genenames.org;http://wayback.archiveit.org/4253/20161017125915/http://www.genenames.org/;

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Contact: Health Level Seven, 3300 Washtenaw Avenue, Suite 227, Ann Arbor MI 48104-4250; phone: (734)677-7777; fax: (734)677-6622; e-mail: <u>HQ@HL7.ORG</u>

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Contact: Health Level Seven (HL7);;;3300 Washtenaw Avenue;Suite 227;Ann Arbor;MI;USA;48104-4250;(734)677-7777;(734)677-6622;HQ@HL7.ORG;;

Amsterdam. Contact: <u>H.Lamberts@AMC.UVA.NL</u>.

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Contact: Henk Lamberts (HLREL), University of Amsterdam; email: H.Lamberts@AMC.UVA.NL.

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Contact: Dr. Peter N. Robinson;;The Human Phenotype Ontology Consortium;;;;;;;peter.robinson(at)charite.de;<u>http://wayback.archive-</u> it.org/4253/20161017125915/http://www.human-phenotype-ontology.org/;

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Contact: Office of Publications, World Health Organization, 1211 Geneva 27, Switzerland

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Contact: Office of Publications, World Health Organization, 1211 Geneva 27, Switzerland

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Sciences. PO Box 170 Lidcombe, NSW, Australia 1825. Phone: +61 2 9351 9461. http://www.cchs.usy.edu.au/ncch/

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Contact: National Centre for Classification in Health University of Sydney Faculty of Health Sciences PO Box 170 Lidcombe, NSW Australia 1825; phone: +61 2 9351 9461

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Contact: UMLS Support;;National Library of Medicine;;;;;;;;;<u>custserv@nlm.nih.gov;</u>

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Medicare & Medicaid Services;7500 Security Boulevard;Baltimore;MD;United States;21244;;;pbrooks@hcfa.gov;http://wayback.archiveit.org/4253/20161017125915/http://www.cms.hhs.gov/;

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Contact: Contact for Diseases: Donna Pickett, National Center for Health Statistics; e-mail: <u>dfp4@cdc.gov</u>; Contact for Procedures: Patricia Brooks, Health Care Financing Administration; e-mail: <u>pbrooks@hcfa.gov</u>;

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Contact: Nenad Kostanjsek; Technical Officer, Classification, Terminology and Standards (CTS),

Department of Health Statistics and Informatics (HSI);World Health Organization;20, Avenue Appia;;CH-1211 Geneva 27;;Switzerland;;+41.22.791.3242;+41.22.791.4894;kostanjsekn@who.int;http://wayback.archive-it.org/4253/20161017125915/http://www.who.int/classification/icf;

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ICNP_2015 - ;;;;International Classification for Nursing Practice (ICNP);;;2015;Geneva, Switzerland;International Council of Nurses;2015;;;;;;;;;;;

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This year, the Metathesaurus has also included translations of ICPC93 in the following languages:

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- Danish (ICPCDAN_1993),
- Dutch (ICPCDUT_1993),
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- Hebrew (ICPCHEB_1993),
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- Italian (ICPCITA_1993),
- Norwegian (ICPCNOR_1993),
- Portuguese (ICPCPOR_1993),
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CATEGORY 3 RESTRICTIONS APPLY

Contact: A/Prof Helena Britt, Director, Family Medicine Research Centre, Acacia House, Westmead Hospital, PO Box 533, Wentworthville NSW 2145, Australia. Phone: +61 2 9845 8150; Fax: +612 9845 8155; email: <u>fmrc@fmrc.org.au</u>; <u>http://wayback.archive-it.org/4253/20161017125915/http://www.fmrc.org.au/</u>

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LCH90 - Library of Congress Subject Headings. 12th ed. Washington (DC): Library of Congress, 1989.

There are later editions of this source that are not reflected in the UMLS Metathesaurus. This source has considerable non-biomedical content and will never be included in the Metathesaurus in its entirety.

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(LOINC);;;Version 2.54;Indianapolis (IN);;2015;;Indianapolis, IN;;;;;;;;

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Contact: Steven Emrick;Head, Terminology QA and User Services Unit;National Library of Medicine;8600 Rockville Pike;;Bethesda;Maryland;United States;20894;301-496-7715;;<u>emricks@mail.nlm.nih.gov;</u>;

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Contact: National Cancer Institute Bethesda, MD; phone: 301-496-8510

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Contact: Margaret Haber, NCI, Building 6116 - 6116 Exec Blvd, Room 3124, Rockville, MD; telephone: 301-594-9185; Fax: 301-480-8105; Email: <u>mhaber@mail.nih.gov</u>

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Contact: Sharon Giarrizzo-Wilson;;;;;;;;info@aorn.org;

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Contact: Quick Medical Reference, First Databank, 1111 Bayhill Drive San Bruno, CA 94066

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Contact: Dr. Randolph A. Miller (email: <u>randolph.a.miller@vanderbilt.edu)</u>, Chair, Dept. of Biomedical Informatics, Vanderbilt University, 436 Eskind Biomedical Library, 2209 Garland Ave., Nashville TN 37232-8340

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http://umlsinfo.nlm.nih.gov/RxNorm.html

Contact: John Kilbourne, M.D. ;Head, MeSH Section;National Library of Medicine;6701 Democracy Blvd.;Suite 202 MSC 4879;Bethesda;Maryland;United States;20892-4879;;;kilbourj@mail.nlm.nih.gov;

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SNMI98 - Cote, Roger A., editor. Systematized Nomenclature of Human and Veterinary Medicine: SNOMED International. Northfield (IL): College of American Pathologists; Schaumburg (IL): American Veterinary Medical Association, Version 3.5, 1998.

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2015;Copenhagen,Denmark;International Health Terminology Standards Development Organisation (IHTSDO);;;;;;;;;;;;;

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Contact: ;;;;;;;;;custserv@nlm.nih.gov;

Read more information about this source

SRC - UMLS Metathesaurus Source Terminologies. Bethesda, MD: National Library of Medicine.

Contact: Jan Willis, National Library of Medicine, UMLS Support, 38A-4th fl, 8600 Rockville Pike, Bethesda MD 20894; phone: 301 496-7715; e-mail: jwillis@nlm.nih.gov

Read more information about this source

TKMT2011 - ;;;;Traditional Korean Medical Terms;;;;;;2011;Korea;;;;KOR;

Contact: Jinhyun Kim;Researcher/O.M.D;Information Research Center, TKM Information Research Division, Korea Institute of Oriental Medicine;483 Expo-ro, Yuseong-gu;;Daejeon;;Korea;305-811;+82-42-868-9565, +82-10-2237-2378;+82-42-861-9421;kjh970203@kiom.re.kr;

Read more information about this source

ULT93 - Bell, Douglas. Ultrasound Structured Attribute Reporting (UltraSTAR). Boston (MA): Brigham & Womens Hospital, 1993.

CATEGORY 3 RESTRICTIONS APPLY

Contact: Robert Greenes, M.D., Ph.D., Brigham & Womens Hospital; Department of Radiology, 75 Francis Street, Boston MA 02115 e-mail: <u>greenes@harvard.edu</u> phone: (617) 732-6281

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UMD2016 (updated) - ;;ECRI;;The Universal Medical Device Nomenclature System;;;;Plymouth Meeting, PA;;2016;;;;;;;;;

CATEGORY 1 RESTRICTIONS APPLY

Contact: Elizabeth Richardson;Director of Database and Nomenclature Systems;ECRI;5200 Butler Pike;;Plymouth Meeting;Pennsylvania;United States;19462-1298;1-610-825-6000 ext. 5891;1-610-834-1275;<u>umdns@ecri.org</u>;https://www.ecri.org/components/UMDNS/Pages/default.aspx;

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USPMG_2014 - ;;;;;USP Medicare Model Guidelines;;;Version 6;;United States Pharmacopeia;February 4, 2014;;;;;;;;;;

Contact: Jami S. Earnest, PharmD;Senior Scientific Liaison;United States Pharmacopeia;12601 Twinbrook Parkway;;Rockville;MD;US;20852-1790;1-800-227-8772;;ModelGuidelines@usp.org;http://wayback.archive-

it.org/4253/20161017125915/http://www.usp.org/usp-healthcare-professionals/usp-medicare-model-guidelines/medicare-model-guidelines-v50-v40#Guidelines6

Read more information about this source

UWDA173 - University of Washington Digital Anatomist, (UWDA). Seattle (WA): University of Washinton, Version 1.7.3, March, 2003. Jose Mejino, M.D.; email: <u>onard@biostr.washington.edu</u>

Contact: Jose Mejino, M.D.; e-mail: <u>onard@biostr.washington.edu</u>; University of Washington Digital Anatomist Symbolic Knowledge Base, University of Washington Digital Anatomist Information System, Structural Informatics Group, Department of Biological Structure, University of Washington, Seattle WA 98195

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VANDF_2016_01_21 (updated) - ;;;;;Veterans Health Administration National Drug File;;;January 21, 2016;Washington, DC;U.S. Department of Veterans Affairs;;;;;;;;;

***NOTE:** Now a CATEGORY 0.

Contact: Michael Lincoln, M.D.;;U.S. Department of Veterans Affairs, Veterans Health Administration;;;Washington;DC;United States;;;;michael.lincoln@med.va.gov;http://www.pbm.va.gov/default.aspx **WHO97** - WHO Adverse Drug Reaction Terminology (WHOART). Uppsala (Sweden): WHO Collaborating Centre for International Drug Monitoring, 1997.

CATEGORY 2 RESTRICTIONS APPLY

The Metathesaurus includes translations of WHO97 in:

- French (WHOFRE_1997),
- German (WHOGER_1997),
- Portuguese (WHOPOR_1997), and
- Spanish (WHOSPA_1997).

Contact: WHO Collaborating Centre for International Drug Monitoring, Stora Target 3, S-753 20 Uppsala, Sweden; fax: +46-18-656080

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Home > Biomedical Research & Informatics > UMLS > Metathesaurus > Release Documentation > License Agreement Appendix 2

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2.2.2 in the development and operation of the Licensee's information systems;

2.2.3 for the Licensee's research purposes; and/or

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2.5.2 not permit the End User to do any act or thing in respect of the International Release that the Licensee is prohibited from doing under this Licence Agreement;

2.5.3 not permit the End User to sub-license or transfer any of its rights under the sub-licence (unless the End User is also an Affiliate, in which case that Affiliate shall be entitled to sub-license further its rights under the sub-licence with the Licensee, subject to the same restrictions as apply to sub-licensing the International Release under the Affiliate's licence agreement with the Licensor);

2.5.4 terminate automatically upon termination of this Licence Agreement;

2.5.5 provide that the End User may apply directly to the Licensor upon receiving notice that the sublicence will terminate in accordance with **clause 2.5.4**, and that the Licensor may in such circumstances (but shall not be obliged to):

(a) grant the End User a licence in respect of the International Release for a limited period in order to enable the End User to continue to use the Licensee Products that are subject to the sub-licence during that period; or

(b) give the End User an assurance or undertaking that for a limited period the Licensor will not seek to prevent the End User from using the Licensee Products; and

2.5.6 permit the Licensee to disclose the terms of the sub-licence to the Licensor in accordance with **clauses 7 and 8.**.

2.6 If the Licensee becomes aware of any material error or change or correction needed in the International Release, the Licensee agrees to advise the Licensor promptly of such error, change or correction by following the Licensor's procedures for change notification that the Licensor prescribes by regulations and notifies to the Licensee from time to time.

2.7 The Licensee shall comply with the Internet security measures that the Licensor prescribes by regulations and notifies to the Licensee from time to time.

3. EXTENSIONS AND DERIVATIVES

3.1 The Licensee may not create any Standards-Based Extension or any Standards Based Derivative unless it has first been issued with a Namespace Identifier by or on behalf of the Licensor.

3.2 The Licensee may request that the Licensor issue it with a Namespace Identifier, and the Licensor shall not unreasonably refuse to do so taking into account amongst other things quality assurance, governance processes, Standards and Regulations.

3.3 The Licensee shall ensure that all Standards-Based Extensions and Standards Based Derivatives

that the Licensee creates under this Licence Agreement are created in accordance with, and comply with, all applicable Standards (including, without limitation, as to the use of Namespace Identifiers).

3.4 Subject to **clauses 3.5** and **3.6**, the Licensee shall own all Intellectual Property Rights in all Extensions and Derivatives that the Licensee creates under this Licence Agreement. The Licensee may not assign or otherwise transfer those Intellectual Property Rights to any other person unless (i) that person is an Affiliate and, in the case of Standards-Based Extensions or Standards-Based Derivatives, has a Namespace Identifier; and (ii) the transfer is notified in writing to the Licensor within thirty (30) days after the transfer.

3.5 The Licensee shall, if requested by the Licensor, transfer to the Licensor or a Member nominated by the Licensor all of its Intellectual Property Rights in such Standards-Based Extensions (or parts thereof) as the Licensor may specify.

3.6 The Licensee shall, if requested by the Licensor and agreed by the Licensee in the Licensee's sole discretion, transfer to the Licensor or a Member nominated by the Licensor all of its Intellectual Property Rights in such Standards-Based Derivatives as the Licensor may specify.

3.7 Upon the transfer to the Licensor, or to a Member, of the Intellectual Property Rights in any Standards-Based Extension (or part thereof) or Standards-Based Derivative in accordance with **clauses 3.5** or **3.6**:

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3.7.2 the Licensor hereby grants a licence back to the Licensee from the Licensor or may procure from the Member a licence back to the Licensee (as the case may be) of that Extension (or part thereof) or Derivative, on the same terms as apply to the International Release under clause 2 of this Licence Agreement, until that Extension (or part thereof) or Derivative becomes part of the International Release or the Member's National Release (as the case may be).

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5.2.1 the party seeking to terminate the License Agreement (the "**Terminating Party**") shall serve an escalation notice (the "**Escalation Notice**") on the other party (the "**Defaulting Party**") requiring the Defaulting Party to nominate a member of its senior management team to meet with a member of the Terminating Party's senior management team to seek to resolve in good faith the matter giving rise to the service of the escalation notice.

5.2.2 The representatives of the parties identified in accordance with clause 5.2.1 shall meet in good faith to seek to resolve the matter. If they are unable to resolve the matter within 45 days of the date of the Escalation Notice the Terminating Party may serve a formal breach notice (the "**Breach Notice**") on the Defaulting Party requiring it to remedy the breach within 90 days.

5.2.3 If the Defaulting Party does not remedy the breach within 90 days of the date of the Breach Notice the Terminating Party may terminate the License Agreement by giving 180 days written notice to the Defaulting Party (the "**Termination Notice**").

5.3 Neither party may terminate this License Agreement except in accordance with this clause 5.

5.4 The Licensee may terminate this License Agreement by giving up to twelve (12) months' prior written notice to the Licensor.

5.5 Upon termination of this Licence Agreement in accordance with this **clause 5**, all licences granted under this Licence Agreement shall automatically and immediately be revoked.

5.6 The Licensee shall, by no later than thirty (30) days after termination of this Licence Agreement for any reason, remove all copies of the International Release from its computer systems and destroy all copies of electronic, paper copy and other media containing or representing any part of the International Release. The Licensee shall, if requested by the Licensor, certify in writing to the Licensor that the Licensee has complied with its obligations under this **clause 5.6**.

5.7 The Licensee shall, as soon as reasonably practicable following either party giving a Termination Notice for any reason, and in any event by no later than ninety (90) days after such Termination Notice is given, give written notice of such termination to each End User that the Licensee reasonably believes to be a current user of a Licensee Product and to each Member in each Member Territory in which the Licensee has distributed or licensed any Licensee Product.

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5.9 The Licensor shall be entitled to publicise the termination of this Licence Agreement to such persons (including Members, other Affiliates of the Licensor and End Users) and in such manner as it sees fit.

5.10 Clauses 5.6, 5.7, 5.8, 5.9, 5.11, 5.12, 7, 8 and 10 to 14 inclusive shall survive termination of this License Agreement.

5.11 The Licensee shall, by no later than thirty (30) days after termination of this License Agreement for any reason, submit a statement of account in accordance with **clause 7.3** in respect of all periods that have not previously been covered by a statement of account under that clause.

5.12 Any termination of this License Agreement, for any reason, is without prejudice to the accrued liabilities of each party as at the date of termination (including, without limitation, any liability of the Licensee to pay License Fees that has accrued as at the date of termination), or to the Licensee's obligation to pay License Fees arising from the statement of account submitted under **clause 5.11**.

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6.4 The College of American Pathologists, as originator of Intellectual Property Rights in the International Release, shall as a licensee have a specific exception to the Licensor's rights in Clause 6.3 in specific circumstances and for a specific fixed term period to be agreed with the Licensor, and the terms of such special exemption shall be deemed part of such licensee's Affiliate Licence Terms. The Licensor will publish the terms of the special exemption with the Articles.

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7.1 The Licensee shall pay the License Fees to the Licensor in respect of the Licensee's activities in Non Member Territories. The License Fees shall be payable annually in arrear.

7.2 All License Fees and other amounts payable to the Licensor under this License Agreement are exclusive of value added tax and any other tax of a similar nature, which shall be payable by the Licensee at the prevailing rate in addition to those amounts.

7.3 The Licensee shall, at least once in each calendar year, submit a statement of account to the Licensor in such manner and form as the Licensor may prescribe from time to time, setting out the Licensee's activities in Non-Member Territories since the end of the period covered by the previous statement of account submitted under this **clause 7.3** (or, in the case of the first statement of account under this **clause 7.3**, since the date on which this License Agreement became effective), and the Licensee's calculation of the License Fees and other amounts payable to the Licensor in respect of that period. Each such statement of account shall include, without limitation, a list of all license agreements in respect of Licensee Products that were in force during the period covered by the statement of account and, in relation to each such license agreement, the dates on which: (a) that license agreement was entered into or otherwise became effective; (b) the Licensee Product was first provided or made available to the licensee under that license agreement; and (c) the International Release (or any part of it) was first made available to the licensee under that licensee under that license agreement.

7.4 The Licensee shall provide the Licensor with such information as the Licensor may reasonably request for the purpose of verifying any statement of account submitted to the Licensor under **clause 7.3**.

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8.5 The Licensee shall maintain quality standards with respect to modifying, supplementing, marketing and distributing the Licensee Products, and any services relating thereto, that are in accordance with applicable law and are at least as stringent as the Regulations developed by the

Licensor and published by the Licensor from time to time.

8.6 Upon reasonable written notice from the Licensor, the Licensee shall provide the Licensor with representative samples of materials, software products, advertising, agreements for use of the Licensee Products (other than the terms of those agreements that are unrelated to the Licensor's rights and obligations under this License Agreement) and/or other written materials relating to the Licensee's use of the International Release and the Licensor's trade marks to enable the Licensor reasonably to ascertain the Licensee's compliance with its obligations under this Licence Agreement. In the absence of circumstances giving the Licensor reasonable grounds to suspect a breach of this Licence Agreement, the Licensor may not give notice under this **clause 8.6** more frequently than once per year.

8.7 If any use of the International Release (including without limitation use through a Licensee Product) is reasonably determined by the Licensor to be below the standards of quality required under this Licence Agreement, the Licensor shall notify the Licensee of such deficiency in writing. Upon receipt of such notice, the Licensee shall take all necessary steps to correct such deficiency (including such steps as the Licensor may reasonably specify).

8.8 The Licensee shall maintain a complete, accurate and up-to-date register of all sub-licences granted by the Licensee under **clause 2.1.5**, and shall make that register available for inspection during normal business hours by the Licensor and its representatives upon the Licensor giving not less than fourteen (14) days' prior written notice. The register maintained by the Licensee under this **clause 8.8** shall at a minimum contain the following information in respect of each sub-licence: the name and registered office of the sub-licensee; the Licensee Product subject to the sub-licence; and the version of the International Release included in that Licensee Product. In the absence of circumstances giving the Licensor reasonable grounds to suspect a breach of this Licence Agreement, the Licensor may not give notice under this **clause 8.8** more frequently than once per year.

9. USE IN MEMBER TERRITORIES AND NON-MEMBER TERRITORIES

9.1 The Licensee may only exercise its rights under this License Agreement in a Member Territory in accordance with such conditions as the Member for that Member Territory may prescribe from time to time.

9.2 Conditions prescribed by a Member under clause 9.1 may:

9.2.1 include, without limitation, a requirement that the Licensee notify the Member before exercising its rights under this Licence Agreement in that Member's territory and a requirement that the Licensee enter into a licence agreement with the Member in respect of that Member's National Release; and

9.2.2 relate to the International Release, the Member's National Release or any part of either of them.

9.3 The Licensee shall notify the Licensor (and, if the Licensee's registered office or principal place of business is situated in a Member Territory, shall also notify the Member for that Member Territory) in writing before exercising its rights under this License Agreement in any Non-Member Territory in

respect of which the Licensee has not previously given notice under this **clause 9.3**. The notice shall be in such form and manner as the Licensor may prescribe from time to time, and shall include such information about the Licensee's current and proposed activities in that Non- Member Territory as the Licensor may require (but the Licensor may require only the same kinds of information as it requires to be provided by new Affiliates proposing to use, license or deploy the International Release or Licensee Products in Non-Member Territories).

9.4 In any case where the Licensee gives notice to a Member in accordance with **clause 9.3**, the Licensee consents to that Member providing the content of that notice to the Licensor.

9.5 For purposes of this **clause 9**, the Licensee exercises its rights under this License Agreement in any Member Territory or Non-Member Territory if, without limitation, it:

9.5.1 performs any act permitted by this License Agreement in that Member Territory or Non-Member Territory (as the case may be);

9.5.2 deploys the International Release (or any part of it) or any Licensee Product in that Member Territory or Non-Member Territory (as the case may be); or

9.5.3 distributes or licenses a Licensee Product for use in, or to any person who is situated in, that Member Territory or Non-Member Territory (as the case may be).

10. AFFILIATE STATUS

10.1 During the term of this Licence Agreement the Licensee shall be an Affiliate.

10.2 As an Affiliate, the Licensee shall be entitled to participate in the Licensor's Vendor Liaison Forum, which is a forum in which the Licensee and other Affiliates may communicate with the Licensor and with each other. The Licensor may make Regulations from time to time governing the Licensee's participation in the Vendor Liaison Forum. New Regulations that the Licensor shall make from time to time governing participation in the Vendor Liaison Forum shall not remove the Licensee's right to participate in that forum.

11. REPRESENTATIONS AND WARRANTIES

11.1 To the extent permitted by law, the Licensor excludes all representations, warranties and conditions that would otherwise be implied by law in this License Agreement (including, without limitation, all implied warranties of quality or fitness for a particular purpose).

11.2 Without limiting **clause 11.1**, the Licensor does not represent or warrant that the International Release or any part of it will satisfy any of the Licensee's requirements, operate in combinations selected by the Licensee or be free from defects or errors.

12. LIMITATION OF LIABILITY

12.1 The Licensor shall not be liable to the Licensee or to any other person, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, for any of the following arising under or in connection with this Licence Agreement (including, without limitation, in

respect of the Licensee's use of or inability to use the International Release or any part of it):

12.1.1 indirect or consequential loss;

12.1.2 special or punitive damages;

12.1.3 loss of profits, loss of savings and loss of revenue;

12.1.4 loss of business, loss of reputation and loss of goodwill; and

12.1.5 loss of data.

12.2 Neither the Licensor nor any Member shall be liable to the Licensee or any other person for any failure by the Licensor or the Member (as the case may be) to maintain or distribute any Extension (or part thereof) or Derivative transferred to the Licensor or the Member (as the case may be) in accordance with **clauses 3.4** or **3.5**.

12.3 The liability of the Licensor arising in any year under or in connection with this Licence Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall not in any event exceed the Licence Fees paid by the Licensee in respect of that year.

12.4 Nothing in this Licence Agreement excludes or limits the liability of either party for:

12.4.1 fraud (including fraudulent misrepresentation);

12.4.2 death or personal injury caused by the negligence of that party;

12.4.3 any breach of its obligations implied by section 12 of the Sale of Goods Act 1979; or

12.4.4 any other liability that by law cannot validly be excluded or limited (but only to the extent that the liability cannot validly be excluded or limited).

13. ASSIGNMENT

13.1 The Licensee may not assign, novate or otherwise transfer any of its rights or obligations under this Licence Agreement to any person without the prior written consent of the Licensor, not to be unreasonably withheld.

13.2 The Licensor may transfer all of its rights and obligations under this Licence Agreement to any person to whom the Licensor transfers the Intellectual Property Rights in respect of which the licences under this Licence Agreement are granted.

14. GENERAL PROVISIONS

14.1 This Licence Agreement contains the entire agreement between the parties relating to the subject matter of this Licence Agreement, supersedes all previous agreements between the Parties relating to that subject matter and sets out the entirety of the Licensee's rights in respect of the International Release.

14.2 Each party acknowledges that, in entering into this Licence Agreement, it has not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of the other party before the date of this Licence Agreement.

14.3 Except as provided in **clause 6.3**, this Licence Agreement may not be varied except in writing signed by both parties and expressed to vary this Licence Agreement.

14.4 Nothing in this Licence Agreement shall give either party the ability to act or incur obligations or liability on behalf of the other party or constitutes a joint venture, agency, partnership or employment relationship between the parties.

14.5 If any term of this Licence Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of this Licence Agreement, or the legality, validity or enforceability in any other jurisdiction of that or any other term of this Licence Agreement.

15. GOVERNING LAW AND JURISDICTION

15.1 This Licence Agreement shall be governed by, and construed in accordance with, English law.

15.2 The English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Licence Agreement (including a dispute regarding its existence, validity or termination).

15.3 **Clause 15.2** is for the benefit of the Licensor only. As a result, the Licensor shall not be prevented from taking proceedings relating to any dispute in any other courts with jurisdiction. To the extent permitted by law, the Licensor may take concurrent proceedings in any number of jurisdictions.

Appendix A

Defined Terms

In this Licence Agreement, the following defined terms have the following meanings:

Term	Associated Definition in the Affiliate License agreement	
Affiliate	an affiliate of the Licensor in accordance with the Articles;	
Articles	the Licensor's Articles of Association (vedtægter);	
Cross-Map	a work consisting of (i) SNOMED CT Content and (ii) content of another nomenclature, classification or knowledge structure, together with a set of relationships between (i) and (ii);	
Data Analysis System	a computer system that is used to analyse records or other data that is encoded using SNOMED CT, but not if that system is also a Data Creation System;	
Data Creation System	a computer system that is used to create records or other data that is encoded using SNOMED CT;	
Derivative		

	a work consisting of (a) SNOMED CT Content, from the SNOMED CT CORE or an Extension; together with (b) either (i) additional properties and/or information about such SNOMED CT content; and/or (ii) any set of relationships between that SNOMED CT Content and content of other nomenclature, classification or knowledge structure, and includes a Cross-Map and a Sub-Set;	
End User	a third party user of a Licensee Product;	
Extension	a work consisting of SNOMED CT Content alone that is supplementary to the SNOMED CT Core and that depends on the SNOMED CT Core;	
Intellectual Property Rights	patents, trade marks, 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 having equivalent or similar effect in any jurisdiction;	
Hospital	a health care body or organisation providing secondary and/or tertiary care;	
International Release	the release produced and distributed by or on behalf of the Licensor, consisting of the SNOMED CT Core, the Specifications and the Licensor's Derivatives and other documents and software;	
Licence Fees	the licence fees set out in Appendix B (Licence Fees in Non-Member Territories);	
Licensee Products	products distributed or licensed by the Licensee that (1) include or interoperate with the International Release (or any part of it) and/or any Extensions or Derivatives created by the Licensee under this License Agreement, or (2) read or write records or other data that is encoded using SNOMED CT;	
Member	a member of the Licensor;	
Member Territory	a territory that is represented by a Member (as published by the Licensor from time to time);	
Namespace Identifier	a code or that part of a code that identifies the organisation responsible for creating and maintaining a Standards-Based Extension or a Standards-Based Derivative and is used as an element of SNOMED CT Identifiers;	
National Release	in respect of each Member, the release produced and distributed by the Member, consisting of the International Release, the Member's Extensions, the Member's Derivatives and other documents and software;	
Non-Member Territory	a territory that is not a Member Territory;	
Practice	 (a) a single department of a Hospital (subject to paragraph 2.2 of Appendix B); or (b) any health care body or organisation that provides principally primary care, including without limitation a pharmacy, an optician's facility, a physiotherapy centre, a general medical practice or a family medical practice; 	
Qualifying Research Project	 a discrete research project that meets all of the following criteria: (a) it is supported by a formal proposal that has been peer reviewed; (b) it has been ethically approved in accordance with the prevailing legislation, regulations and guidelines in effect in the relevant territory; (c) it is conducted within a definite timeframe; (d) the results of the research are offered for publication in peer-reviewed public journals and are provided to the Licensor free of charge prior to publication; 	
Regulations	regulations made by the Licensor;	

Relationship	a relationship, of a kind defined by the Licensor in Specifications, between concepts (which may be, without limitation, a hierarchical or an associative relationship) or between a concept and a description;	
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, consisting of concepts, descriptions and Relationships, each of which is identified using a SNOMED CT Identifier;	
SNOMED CT Core	the SNOMED CT Content that is controlled, maintained and distributed by the Licensor from time to time;	
SNOMED CT Identifier	a code, of a kind defined by the Licensor in Specifications, for identifying concepts, descriptions and Relationships;	
Specification	specifications promulgated by the Licensor for products and processing relating to SNOMED CT, including specifications of the internal logic of SNOMED CT, editorial policies, guidelines and characteristics;	
Sponsored Territory	a Non-Member Territory that has been recognised and designated by the Licensor as a sponsored territory (as published on the Licensor's web site);	
Standard	a Specification that is formally adopted by the Licensor;	
Standards- Based	in respect of an Extension or a Derivative, an Extension or Derivative the creation of which is the subject of one or more Standards; and	
Sub-Set	a sub-set of SNOMED CT Content that is grouped together for one or more purposes.	

Appendix B

Licence Fees in Non-Member Territories

1. Introduction

1.1 This Appendix B sets out the licence fees payable by the Licensee in respect of its activities in Non-Member Territories.

1.2 The licence fees set out in this Appendix B do not apply in respect of the Licensee's activities in any Non-Member Territory if that Non-Member Territory is a Sponsored Territory or was a Sponsored Territory at the time when the Licensee's activities in that Non-Member Territory were carried out.

1.3 The Licensor may, in its sole discretion, waive the Licensee's obligation to pay any or all of the licence fees set out in this Appendix B if the Licensor considers that the Licensee's activities in any Non-Member Territory are in support of charitable or humanitarian causes in that Non-Member Territory. Any waiver by the Licensor under this paragraph 1.3 may be revoked by the Licensor at any time, shall be without prejudice to any of the Licensor's other rights and remedies under this Licence Agreement and shall not relieve the Licensee of any of its other obligations under this Licence Agreement.

1.4 Beginning in 2015, license fees payable by the Licensee in respect of its activities in Non-Member Territories for each financial year shall be adjusted by the same percentage as the General Assembly of the Licensor agrees to adjust the Aggregate Annual Fee (as defined in the Licensor's Articles of Association) relative to the Aggregate Annual Fee in the previous year.

1.5 The license fees in respect of Hospitals that are set out in this Appendix B apply only to Hospitals that are located on a single contiguous physical site. Any Hospital that is located on multiple physical sites shall be treated as falling within paragraph 4 of this Appendix B (and not within paragraphs 2 or 3).

1.6 For purposes of this Appendix B, if a Practice is located on multiple physical sites then each such site is treated as a separate Practice.

1.7 Notwithstanding anything else in this Appendix B, the deployment, distribution or licensing of any software that operates on a mobile device of any kind (including without limitation a mobile phone or tablet device), or any software or service that is accessed via the internet and enables users to extract or download any substantial portion of SNOMED CT, shall be treated as falling within paragraph 4 of this Appendix B (and not within paragraphs 2 or 3).

1.8 The Licensee's obligation to pay license fees in respect of any deployment of the International Release or any Licensee Product is not dependent on that deployment of the International Release or Licensee Product being used in a live or production environment.

1.9 In any case where the Licensee is exempt from the requirement to pay license fees by reason of a Licensee Product, a Data Analysis System or a Data Creation System being used exclusively in connection with a Qualifying Research Project, the Licensee shall report to the Licensor on the progress of that Qualifying Research Project in such manner as the Licensor may reasonably require. The Licensor may revoke the Licensee's exemption for Qualifying Research Projects provided in this Appendix B if the Licensee fails to comply with this paragraph 1.9.

2. Data Creation Systems

2.1 The Licensee shall pay the following fees in respect of each Hospital or Practice in a Non-Member Territory in or to which the Licensee:

(a) deploys the International Release (or any part of it) or any Licensee Product that contains the International Release (or any part of it) in a Data Creation System, unless that Data Creation System is used exclusively in connection with a Qualifying Research Project; or

(b) deploys, distributes or licenses a Licensee Product that is or includes a Data Creation System, unless that Licensee Product is used exclusively in connection with a Qualifying Research Project.

Non-Member Territory (fee bands for Data Creation Systems)	Associated License Fee
Hospital in Band A Territory	US\$ 1,688 per annum baseline fee adjusted as per paragraph 1.4
Hospital in Band B Territory	US\$ 1,126 per annum baseline fee adjusted as per

	paragraph 1.4
Hospital in Band C Territory	US\$ 563 per annum baseline fee adjusted as per paragraph 1.4
Practice in Band A, B or C Territory	US\$ 563 per annum baseline fee adjusted as per paragraph 1.4
Hospital or Practice in Low Income Band	US\$ 0 per annum baseline fee adjusted as per paragraph 1.4
Hospital or Practice in other territory	As per paragraph 6.2.

2.2 The total fees payable by the Licensee in respect of a number of Practices that are departments of a single Hospital shall not exceed the fee applicable to the Hospital itself. For purposes of this Appendix B, a Practice is treated as a department of a Hospital only if: (a) it is located on the premises of that Hospital; and (b) it is funded solely by that Hospital. In any case where either or both of the conditions in the preceding sentence are not met in respect of any Practice, fees shall be payable in respect of that Practice in addition to any fees that are payable in respect of any Hospital.

3. Data Analysis Systems

3.1 The Licensee shall pay the fees set out in paragraph 3.4 if the Licensee:

(a) deploys the International Release (or any part of it) or any Licensee Product that contains the International Release (or any part of it) in a Data Analysis System in a Non-Member Territory, unless that Data Analysis System is used exclusively in connection with a Qualifying Research Project; or

(b) deploys, distributes or licenses a Licensee Product that is or includes a Data Analysis System in a Non-Member Territory, unless that Licensee Product is used exclusively in connection with a Qualifying Research Project.

3.2 The fees set out in paragraph 3.4 apply in respect of each deployment, distribution or license of the International Release (or any part of it), a Licensee Product or a Data Analysis System, and vary according to the Non-Member Territory in which the deployment, distribution or licensing takes place.

3.3 If any Data Analysis System to which the fees in paragraph 3.4 apply consists of more than one database, the fees applicable to that Data Analysis System shall be multiplied by the number of databases in that Data Analysis System.

3.4 The fees under this paragraph 3 are as follows:

Non-Member Territory (fee bands for Data Analysis Systems)	Associated License Fee
Band A Territory	US\$ 1,688 per annum baseline fee adjusted as per paragraph 1.4
Band B Territory	US\$ 1,126 per annum baseline fee adjusted as per paragraph 1.4
Band C Territory	US\$ 563 per annum baseline fee adjusted as per paragraph 1.4

	US\$ 0 per annum baseline fee adjusted as per paragraph 1.4
Other territory	As per paragraph 5.2.

4. Other Activities

4.1 The Licensee shall notify the Licensor in writing before deploying the International Release (or any part of it) or deploying, distributing or licensing any Licensee Product (in each case, other than exclusively in connection with Qualifying Research Projects) in, for use in, or to any person situated in, any Non-Member Territory in a manner that does not fall within paragraphs 2 to 3 of this Appendix B, explaining the Licensee's proposed activities.

4.2 Upon receiving notice from the Licensee under this paragraph 5, the Licensor may request, and the Licensee shall provide, such additional information in relation to the Licensee's proposed activities as the Licensor considers reasonably necessary to determine an appropriate licence and reasonable fee in respect of the Licensee's proposed activities.

4.3 The Licensee shall be liable to pay such licence fees as the Licensor may determine in accordance with this paragraph 5.

5. Non-Member Territory Bandings

5.1 The allocation of a Non-Member Territory into Band A, Band B or Band C shall be as determined by the Licensor (based on the Non-Member Territory's relative Gross National Income (GNI) or other measure adopted by the Licensor) and published by the Licensor on its web site.

5.2 The Licensee shall notify the Licensor in writing before carrying out any activity of a kind described in paragraphs 2 or 3 of this Appendix B in a Non-Member Territory that has not been allocated by the Licensor under paragraph 5.1. Upon receiving notice from the Licensee under this paragraph 5.2, the Licensor shall allocate the Non-Member Territory as described in paragraph 5.1.

SNOMED CT Affiliate License Agreement, approved 19 November 2014

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