

Public Consultation on the Access to Interoperability Information of Digital Products and Services

Your Profile	
Are you responding for a Company? -single choice reply-(compulsory)	Yes
Size in number of employees: -open reply-(compulsory)	0
Country where legally established: -single choice reply-(compulsory)	Belgium
Sector: -open reply-(compulsory)	Healthcare Information Technology - Standards Developing Organization
Questions to users of digital products or services possibly presenting interoperability limitations	
Q1.1 Have you encountered interoperability issues when exchanging data between different products or services? Examples can be as diverse as, but are not limited to, the exchange of documents between different word processors, the synchronization of calendars or contacts between different applications or devices, the access to internet contents or services like streaming media on different platforms, the exchange of design or engineering data between tools, etc. -single choice reply-(optional)	
Q1.2 Do interoperability limitations of existing products or services in use in your environment significantly constrain your choice when acquiring new ones? -single choice reply-(optional)	
Questions to potential users of interoperability information (typically system integrators, in-house developers or developers of complementary products or services)	
Q2.1 Have you come across significant interoperability issues with commercial IT products? -single choice reply-(optional)	
Q2.2 Upon encountering interoperability issues, was it easy to determine if required interoperability information is available (publicly or licensed for a fee). -single choice reply-(optional)	
Q2.3 Was the needed interoperability information protected by copyrights, trade secrets and/or patent? -multiple choices reply-(optional)	
Please describe the case briefly, including any action you may have taken. In the case of copyrights, was the protection also meant to control the use of API's in the development of interoperable applications or services? -open reply-(optional)	
Q2.4 Have publicly available licensing conditions and fees for	

interoperability represented a barrier, preventing you from proceeding? -single choice reply-(optional)	
Q2.5 In cases where you were able to determine that the interoperability information was licensable, but the terms and conditions were not publicly available, did you proceed with contacting the owner of proprietary interoperability information? -single choice reply-(optional)	
Q2.6 When acquiring licences for interoperability information, are transaction costs like checking or negotiating the licence significant compared to the licensing fees? -single choice reply-(optional)	
Q2.7 Do you reverse engineer or decompile products to get access to interoperability information that is not readily available through other means? (With decompilation staying within the legal boundaries of the Directive on the legal protection of computer programs (2009/24), i.e. only performing that act on parts which are necessary to achieve interoperability.) -single choice reply-(optional)	

Questions to owners of interoperability information

Q3.1 Do you protect the interoperability information of any of your IT products by patents? -single choice reply-(optional)	No
Q3.2 Do you consider interoperability information for any of your products to constitute a trade secret? -single choice reply-(optional)	No
Please comment. -open reply-(optional)	
Q3.3 Is there interoperability information that you would not license to some market players? -single choice reply-(optional)	No
Q3.4 Do you have a policy to systematically offer FRAND access to interoperability information even if it is not covered by standards? -single choice reply-(optional)	N/A
Comment please. -open reply-(optional)	We are an SDO. We offer access to all stakeholders on published terms according to our IP Policy at (http://www.hl7.org/legal/ippolicy.cfm).
Q3.5 Is there interoperability information for some of your products that you would not license on terms that would allow free/open source implementation of interoperable products? -single choice reply-(optional)	No
Comment please. -open reply-(optional)	HL7 is a non-for-profit organization that charges reasonable membership fees and/or license fees to offset the cost to develop and maintenance. Our licensing terms enable members or organizations purchasing individual standards to apply those standards to commercial/open source/free/internal solutions
Q3.6 Does the possibility of reverse engineering interoperability information by third parties represent an incentive to license interoperability information? -single choice reply-(optional)	No

<p>If no, why? -open reply-(optional)</p>	<p>We do not believe this applies to standards. We believe someone could partially re-engineer the standard, but would require access to many different product capabilities to do so in full. As standards provide opportunities for consistency across data exchange that benefit all, we believe that a reasonable fee structure to access IP is acceptable to share the cost of development and maintenance of those standards.</p>
<p>Q3.7 Have you taken technical steps to make more difficult/prevent the reverse engineering/decompilation of your products to access interoperability information? -single choice reply-(optional)</p>	<p>No</p>
<p>Comments. -open reply-(optional)</p>	
<p>Q3.8 If your organisation is patenting interoperability information, does it make use of Licences of Right (reduced patent fees against a promise to license to any interested party) in Member States where they exist (like Germany (http://www.patentgesetz.de/paragraphen/23.htm) and UK (http://www.ipo.gov.uk/types/patent/p-manage/p-useenforce/p-licence/p-licence-right.htm)). -single choice reply-(optional)</p>	
<p>Please elaborate on the reasons. -open reply-(optional)</p>	<p>We do not patent our standards, but contributors may hold relevant patents that we request them to disclose. As SDOs we at most develop software tools to aid in the development and implementation of our standards and as such there is no clear value to patent aspects of that software.</p>
<p>Q3.9 Would your company make use of Licences of Right if that option existed in European patent law? -single choice reply-(optional)</p>	<p>N/A</p>
<p>Please comment. -open reply-(optional)</p>	<p>Not applicable. We do not patent software.</p>
<p>Q3.10 Would the use of model licences for interoperability information which would be agreed upon by many industry players, be generally acceptable and useful or are there factors calling for specific ad hoc licences? -single choice reply-(optional)</p>	
<p>Please elaborate. -open reply-(optional)</p>	<p>In general, we are not in favor of model licenses that would impact the ability of international standards.organizations to perform their function with a reasonable opportunity to share cost across stakeholders for the development and maintenance of the standards</p>
<h2 style="text-align: center;">Questions to both owners and users of interoperability information</h2>	
<p>Q4.1 Do you think that a methodology or guidelines for helping both licensors and licensees to assess and agree on the value of interoperability information would significantly facilitate licence negotiations? -single choice reply-(optional)</p>	
<p>Comments. -open reply-(optional)</p>	<p>We are in favor of the use of International standards to support interoperability between products, rather than the use of proprietary solutions that would</p>

	require licensing of proprietary non-consensus driven specifications.
<p>Q4.2 Do you think that a methodology or guidelines for helping both licensors and licensees to assess and agree on the value of interoperability information is reasonably feasible?</p> <p>-single choice reply-(optional)</p>	No
<p>Comments.</p> <p>-open reply-(optional)</p>	We believe that the approaches taken by SDOs are reasonable for standards development that take licensors and licensees requirements into account.
<p>Q4.3 Do you think that an industry-led consolidation of best practices regarding the licensing of interoperability information would be really useful and would likely have significant effects on interoperability ?</p> <p>-single choice reply-(optional)</p>	
<p>Comments. -open reply-(optional)</p>	We believe that this may be beneficial for the actual solutions using standards as well as address cross-country variations, but for licensing of standards we believe that this is not necessary.
<p>Q4.4 Would you be interested to participate in such a consolidation of best practices ?</p> <p>-single choice reply-(optional)</p>	
<p>Comments. -open reply-(optional)</p>	We believe that we should participate in any discussion of industry practices if it would impact HL7 practices in any way.
<p>Q4.5 Would you support the mandating of licences of right on interoperability information protected by patents resulting from publicly funded Research & Development (R&D) projects?</p> <p>-single choice reply-(optional)</p>	
<p>Please elaborate. -open reply-(optional)</p>	We don't think we should take a position on this. It seems more political than technological.
<p>Q4.6 What other measures could be considered for encouraging the licensing of interoperability information, to whom should they apply, and under what circumstances?</p> <p>Comments.</p> <p>-open reply-(optional)</p>	We suggest that licensing of interoperability standards is appropriate and necessary to enable SDOs to share the cost of development and maintenance across those who use the standards. There are alternative methods that can be applied, each with their own challenges and benefits. We do not believe there is one approach to endorse, thus encouragement per se is not necessary in this area. We would suggest that encouragement of stakeholders to accept the principle of licensing to enable cost sharing is worthy and that this practice should not be a hindrance to identifying appropriate standards for interoperability use cases.