FHIR TRADEMARK POLICY

The FHIR trademarks represent the goodwill in the marketplace created by HL7 through its members and collaborators to create a standard for exchanging healthcare information electronically.

Protection of the FHIR trademarks reinforces the connection between HL7 and FHIR and the projects that they represent; protection of the FHIR trademark protects the quality of the FHIR standard and ensures that the mark is only used for activities that promote our common mission. When HL7 members and collaborators and developers see the FHIR mark on a product, conference, publication, or seminar, they should be confident that those goods or services are of the highest quality and that they reinforce and support our common goals.

The goodwill supporting the FHIR mark has been generated by HL7 and its prolific and passionate volunteer community. To preserve the goodwill we have created, we have prepared this policy to meet the community's present and long-term needs. This policy (and your compliance with the policy) ensures that all uses of the marks are consistent with our common mission and promote our common movement.

This trademark policy embraces all free speech protections built into trademark law to the broadest extent possible. The trademark policy also seeks to minimize the hurdles of trademark licensing, while nevertheless retaining the controls necessary to maintain the integrity of the FHIR mark. We are particularly permissive in approving uses by the community that are closely aligned with our mission.

To further make it easier for community members to use the marks, this policy adopts some creative trademark solutions. For example, it empowers community members to use the community marks without a written trademark license for HL7-sponsored events and or outreach work. The policy further introduces a "quick license" for other common uses that community members can quickly complete and submit.

We may revoke the right to use the FHIR trademark under this policy at any time by providing notice in any manner if we determine that a trademark use is inconsistent with our mission or could harm the FHIR trademarks, community members, movement organizations, or HL7.

1. TO WHAT DOES THIS POLICY APPLY?

1.1. **The FHIR trademarks**

This policy applies to the FHIR trademarks, which presently include the FHIR wordmark and Flame Design mark. The FHIR trademarks are registered with the United States Patent and Trademark Office (US Reg No 4,272,380) and the World Intellectual Property Organization (Int. Reg. No. 1,243,376 [AU & EM]). The Flame Design mark is registered with the United States Patent and Trademark Office (US Reg No 4,652,315). In this policy, we refer to these as the "FHIR trademarks," the "FHIR mark", or just the "mark." When referring to only one of the two marks, we use the term "wordmark" or "Flame Design mark".

1.2. **"Use" of the FHIR trademarks**

This policy applies whenever you want to use the FHIR trademarks in connection with goods or services. Section 2 of this policy applies to all uses of the mark. Other sections apply only to uses that do not require separate permission or uses that require a trademark license. If some term in a specific, individual trademark license is inconsistent with this policy, you should follow the specified license terms.

This policy does not apply when your use of the FHIR trademark is a "fair use". Information on fair use can be found at http://www.inta.org/TrademarkBasics/FactSheets/Pages/FairUse.aspx.

1.3. **"We" or the "Trademark steward"**

This policy regulates the use of the FHIR-marks owned by Health Level Seven International, Inc. which acts as a Trademark steward for the FHIR trademarks. Sometimes, this policy simply refers to the Trademark steward as "HL7" or "we."

1.4. **"You"** This policy applies to "you" if you want to use the FHIR trademarks and explains how you may use it. You may be a member of HL7 Community or an unrelated individual or organization.

1.4.1. **HL7 Members and International Affiliates**

Members of HL7 share a common mission. Accordingly, HL7 members and HL7 International Affiliates are free to use the FHIR trademarks on HL7-sponsored projects (i.e., any work that has an approved HL7 project ID) and for HL7-focused events without a trademark license. HL7 members can also easily fill out a quick license for certain other HL7-related uses. We generally give priority to member requests for uses that require an ordinary trademark license.

1.4.2. **Ancillary Groups**

Chapters, user groups, and thematic organizations are called movement organizations. They are independent from HL7, but support and promote HL7 projects. These groups must enter into a standard agreement with HL7 to allow them to the FHIR trademarks. To use the marks beyond the specified scope of its agreement, an organization can ask for a separate trademark license or simply comply with this policy when the use does not require a license. An organization can, of course, always select its own names, logos, and domain names as long as it doesn't use the FHIR trademarks without permission. It does not have to use our mark.

It is, however, important that the FHIR trademarks not be used misleadingly to market others' products because that will confuse community users and the general public. We, therefore, must be careful when licensing the marks. For example, when licensing the mark to an organization that has its own logo, the organization should not display the FHIR mark more prominently than its own logo or name. It is helpful to always have a proper separation between the licensing organization's name and logo and the FHIR mark. Users should clearly see that the organization's products or services are provided

by that other organization rather than HL7. Such use is never allowed without a trademark license.

1.5. **"Mission"** The FHIR trademark should only be used for activities that promote our mission – HL7 empowers global health data interoperability, develops standards and enables their adoption and implementation to realize a world in which everyone can securely access and use the right health data when and where they need it.

1.6. **"Community projects"** The purpose of the marks and this policy is to protect the goodwill created by the HL7 members through their work on HL7-related projects.

2. HOW TO USE THE FHIR TRADEMARK

Whenever you use the FHIR trademark, note the following:

2.1. **Proper form**

2.1.1. You may use the FHIR wordmark as a proper name (e.g. "FHIR is great"), but we prefer that you use it as an adjective (e.g. "the FHIR standard is awesome").

2.1.2. You may only use the FHIR wordmark in its full form and properly capitalized. You may not, without explicit written permission from HL7, abbreviate the mark or combine it with other words (e.g. not FHIRFITE or FHIRFLY).

Notice or trademark symbol

Please include this notice when you use the FHIR mark outside of the HL7-sponsored projects:

"*FHIR® is the registered trademark of =   Ö   ö   @   and
                              =O .*"

 "The Flame Design mark *is the registered trademark of Health Level Seven International and the use does not constitute endorsement by HL7*.

The notice should appear near the first use of the FHIR mark. One notice is enough. If the mark will primarily appear on a mobile screen or another medium with limited visual space, you may instead use a trademark symbol (R) with the mark to show that it is a HL7 trademark. When you use a symbol due to limited space and there are additional pages to your material, please include the notice in the text of a prominent page (e.g. most mobile apps have an "about us" section and may display terms during installation).

3. WHEN YOU MAY USE THE FHIR TRADEMARK WITHOUT ASKING US

3.1. **Use of trademarks on Community projects**

Subject to the terms of this policy, you may use the FHIR trademark on any HL7-sponsored projects.

3.2. Community-focused events
You may use the trademarks for events (e.g., HL7 education summits) that promote our common mission and are intended to be predominantly attended by HL7 members and sponsored by HL7.

On the other hand, non HL7-sponsored conferences and meetings require a license under Section 4.1. This provision also does not allow you to use the marks for fundraising, unless explicitly approved.

3.3. Refer to Community projects (nominative use)

You can use the non-stylized FHIR wordmark to describe:

- A Community project or another aspect of the movement in a text (e.g. "Get trained in FHIR!").

- Derivative work of a Community project in a way that is not misleading (e.g. "This standard is derived from the FHIR standard, but is not affiliated with, or approved or sponsored by, HL7.").

  Here are some specific cases of nominative use:

  ### 3.4.1. News reporting
  You may use the FHIR wordmark to make truthful statements about the standard, HL7 projects in news reports and commentary.

  ### 3.4.2. Personal blogs and social media
  You can use the FHIR wordmark to make truthful statements about the HL7 projects in personal blogs and social media as long as you do not imply endorsement by or affiliation to HL7. To avoid confusion, please do not use the HL7 wordmark in the background, as your profile image, or in the header of your blog. You should also not use the marks in the name of your blog or in your social media username.

  ### 3.4.3. Artistic, scientific, literary, political, and other non-commercial uses
  You can use the FHIR wordmark to discuss HL7 projects in artistic, scientific, literary, and political work or in presentations at public conferences. Please, however, send us a request if you want to place the FHIR wordmark on the cover of your book or organize an event or presentation that could be interpreted to be endorsed by HL7. For more information, please see the portion of this policy on "special uses that require permission" (Section 4).

  ### 3.4.4. Links to Community projects
  You may use FHIR trademarks on your own website as a hyperlink to the FHIR.org website or HL7-sponsored projects involving FHIR.

4. SPECIAL USES THAT REQUIRE PERMISSION

All uses that are not allowed under Section 3 of this policy require a trademark license. This section discusses only the most common uses that require a license.

When you use our marks under a trademark license, you need to comply with its terms as well as with this trademark policy. The restrictions we place on licensing, and your compliance with that license, helps preserve the goodwill that has come be associated with the FHIR marks. If some term in your license is inconsistent with this policy, you should follow the license terms.

4.1. **Community Use License**

A Community Use license is a trademark license for common community uses, such as FHIR-related *hackathons* or events. You can start using the marks as stated in the Community Use license quickly after you submit a completed Community Use License online at www.HL7.org/permalink/?Community-Use-License. We will review your Community Use License request. If you don't hear from us within ten (10) days, the Community Use License can be considered to be effective.

> 4.1.1. **Hackathons** This provision applies to hackathons where people meet to work on HL7-related projects together. You need permission to advertise such an event with the FHIR mark. But don't worry, we love hackathons! You can get a Community Use license for flyers, posters, slide presentations, websites, and social media for a hackathon.
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> **4.1.2 Events and conferences** You need a license if you plan to host a public event or a conference that uses the FHIR mark. Please find the license online at www.HL7.org/permalink/?Community-Use-License. When you get a trademark license, it will only apply to the specific event in your request. You will need to apply for a new license if you want to host another event.

4.2. **Domain names** You need permission to register or use a domain name that contains a Community mark in it. Please don't register a domain that looks or sounds similar to the FHIR mark or includes misspelling (e.g., dataonfire.com) as that can confuse Community users.

4.3. **Products** You need a trademark license if you want to use the FHIR mark in connection with a software product. You may submit a license request online at www.HL7.org/permalink/?Product-License. HL7 will review your request and respond. Unlike a Community Use License, a FHIR Product License requires HL7's specific review and approval .When you get a Product License, it will only apply to the specific product in your request. You will need to apply for a new license if you want to make another product.

4.4. **Commercial merchandise** You may also make ancillary merchandise displaying the FHIR trademark for commercial use, if you get a Product License.

5. PROHIBITED USES

5.1 **Products:** Please do not use the FHIR trademarks to brand a software product without a license. If you wish to truthfully assert that your product complies with a particular FHIR standard, you may make that statement as a matter of fair use.

5.2. **Misleading mirrors and mimicking sites:** Please don't create a website that mimics the 'look and feel' of a HL7-sponsored project.

5.3. **Linking to non-HL7 sites:** You may not use FHIR trademarks to link to non-HL7-sponsored events and sites.

5.4. **Misrepresentation:** When you use the FHIR trademarks without a license, do not create the impression that your use is in any way endorsed, or sponsored by, or part of the trademark steward.

6. TRADEMARK ABUSE

6.1. **Reporting abuse:** Fighting trademark abuse is very important. We put a lot of effort into going after cases of trademark infringement because we want to protect the valuable trademark rights we have created. If you see a mark being used in any way that could be infringing or is contrary to these polices, please tell us! Just send an email to FHIR-director@hl7.org . We really appreciate your help!

7. REVISION AND TRANSLATION OF THE TRADEMARK POLICY

7.1 Revisions
Although we strive to communicate with the community in advance about HL7 trademark usage, we reserve the right to revise this Trademark Policy from time to time and without notice.

Questions

Please don't hesitate to contact us at trademark@hl7.org if you are not sure whether your use is in compliance with this policy or local trademark laws.

Policy Derivation

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