



SNOMED CT Affiliate License Agreement and SNOMED CT Canadian National Release License Agreement

Date: September 2023

To: Canadian Community

From: Canada Health Infoway

Purpose

To provide an update to the SNOMED CT community of SNOMED International (SI) of the amendments that have been made to the SNOMED CT Affiliate License Agreement, as well the alignment of the SNOMED CT Canadian National Release License Agreement, to the changes applied by SI.

Context – Background

The SNOMED CT Affiliate License Agreement has been recently updated and modernized to provide greater clarity and to include some additional rights. The amendments are as listed in Appendix 1.

A summary of the changes to the SNOMED CT Affiliate License Agreement is provided as follows:

- Feedback from Affiliates regarding the lack of clarity regarding several sections of the License Agreement has given rise to amendments in the areas of internet security, standards-based derivatives, access to personal data, translated Affiliate licenses and use of trademark. The amendments either consisted of a re-wording of the clause, deletion of a clause or the addition of a new clause.
- Regarding changes to additional rights, these included adding the ability for Members to transfer SNOMED encoded data to non-Member countries providing the data only includes SNOMED CT identifiers and descriptions. This right had already been granted to the EU for its cross-border projects and was seen as a major barrier to interoperability globally. The Senior Management Team (SMT) is of the opinion that the risk of this change to the license is minimal in terms of loss of IP, as the real value of SNOMED CT IP exists in the relationships and hierarchies.

Briefing Note



- Another additional right provided to Affiliates consists of allowing the Licensee the ability to continue to use the latest licensed version of SNOMED CT after termination of the license, for the sole purpose of reading historical records. This change was made due to multiple requests or concerns from users and potential users about being able to use historical data in an effective manner.
- Lastly, SI has simplified and modernized the licensing for systems by deleting the 'delineation of data creation and data analysis systems', however retaining data processing systems, by adding an ability to license Affiliates for the purpose of development as well as the ability to recognize cloud or central based deployments when licensing. Additional amendments to other clauses were required to recognize this change.
- No changes to fees were made. These changes reflect SI's current practice when licensing Affiliates.

In all cases SI believes that Affiliates will be satisfied with the changes as they add to the ability of using the terminology as opposed to hindering it. SI does not anticipate any risk of loss of revenue, ability to recruit or retain Affiliates.

A clean copy of the updated license can be found here: [SNOMED CT Affiliate License Agreement](#).

The SNOMED CT Canadian National Release License Agreement has also been updated to align to the changes made by SI. A clean copy of the updated license can be found here: [SNOMED CT Canadian National Release License Agreement](#)

Briefing Note



Appendix 1: Amendments to the SNOMED CT Affiliate License Agreement

Clause	Current Clause	Proposed Clause
1.2	New clause added	In the event of any conflict or inconsistency between the English language and any other language version of this License Agreement, the English language version shall take precedence.
2.2.5	New clause added	to transmit to third parties messages that contain patient information encoded using SNOMED CT, provided that the SNOMED CT Content contained within those messages consists solely of SNOMED CT Identifiers and descriptions of SNOMED CT concepts.
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.	The Licensee shall implement reasonable measures to ensure that the International Release (and any part of it) cannot be accessed or downloaded from the Licensee's systems except by authorised users, and shall comply with the security measures that the Licensor prescribes by Regulations and notifies to the Licensee from time to time.
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.	The parties may agree from time to time that the Licensee shall transfer to the Licensor (or a Member nominated by the Licensor) the Licensee's Intellectual Property Rights in one or more Standards-Based Derivatives.
5.5	Upon termination of this License Agreement in accordance with this clause 5, all licenses granted under this License Agreement shall automatically and immediately be revoked.	Upon termination of this License Agreement in accordance with this clause 5, all licenses granted under this License Agreement shall automatically and immediately be revoked, except as provided in clause 5.13.
5.6	The Licensee shall, by no later than forty five (45) days after termination of this License 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	The Licensee shall, by no later than forty five (45) days after termination of this License 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, except for any copies of the International Release used solely for purposes of the Licensee exercising its rights under

Briefing Note



5.13	New clause added	The Licensee may, following termination of this License Agreement, continue to use the most recent version of the International Release as at the date of termination (such version, the "Final Permitted Version"), solely for purposes of reading records created prior to the date of termination and encoded using the Final Permitted Version or a prior version of the International Release. The Licensee has no right under this clause 5.13: (a) to create any record encoded using any version of the International Release; (b) to modify any SNOMED CT Content in any record encoded using any version of the International Release; or (c) in respect of any version of the International Release subsequent to the Final Permitted Version.
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 License Agreement. In the absence of circumstances giving the Licensor reasonable grounds to suspect a breach of this License Agreement, the Licensor may not give notice under this clause 8.6 more frequently than once per year.	Upon reasonable written notice from the Licensor, the Licensee shall provide the Licensor with such information, documentation and materials (including software) as are reasonably necessary to enable the Licensor to ascertain the Licensee's compliance with its obligations under this License Agreement. In the absence of circumstances giving the Licensor reasonable grounds to suspect a breach of this License Agreement, the Licensor may not give notice under this clause 8.6 more frequently than once per year.

Briefing Note



Clause	Current Clause	Proposed Clause
8.8	<p>The Licensee shall maintain a complete, accurate and up-to- date register of all sub- licenses 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-license: the name and registered office of the sub-licensee; the Licensee Product subject to the sub-license; 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 License Agreement, the Licensor may not give notice under this clause 8.8 more frequently than once per year.</p>	<p>The Licensee shall maintain a complete, accurate and up-to- date register of all sub- licenses 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-license: the name and registered office of the sub-licensee; the Licensee Product subject to the sub-license; and the version of the International Release included in that Licensee Product. This will enable SNOMED International to:</p> <ul style="list-style-type: none"> (a) verify that the affiliate has complied with the agreement when entering into sublicenses with end users. (b) offer support to end users on termination of the affiliate's license. <p>In the absence of circumstances giving the Licensor reasonable grounds to suspect a breach of this License Agreement, the Licensor may not give notice under this clause 8.8 more frequently than once per year.</p>
10.2	<p>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.</p>	<p>This clause has been removed.</p>
14.6	<p>The Licensee agrees that the Licensor may appoint third parties to process personal data provided by the Licensee to the Licensor under or in connection with this License Agreement (including without limitation payment details provided in connection with the payment of License Fees). In connection with any such appointment, personal data provided by the Licensee may be transferred to, and processed in, a country outside the European Economic Area (EEA). The laws governing the processing of personal data may be less stringent in such a country than in the member countries of the EEA.</p>	<p>The Licensee agrees that the Licensor may appoint third parties to process personal data provided by the Licensee to the Licensor under or in connection with this License Agreement (including without limitation payment details provided in connection with the payment of License Fees). In connection with any such appointment, personal data provided by the Licensee may be transferred to, and processed in, a country outside the United Kingdom. The laws governing the processing of personal data may be less stringent in such a country than in the United Kingdom and the country in which the Licensee is based.</p>

Briefing Note



Appendix A - Defined Terms	Data Analysis System - a computer system that is used to analyze records or other data that is encoded using SNOMED CT, but not if that system is also a Data Creation System;	Data Processing Systems - a computer system that is used to analyze or create records or other data that is encoded using SNOMED CT;
Appendix A - Defined Terms	Data Creation System - a computer system that is used to create records or other data that is encoded using SNOMED CT;	This definition has been removed.
Appendix A - Defined Terms	Standard - a Specification that is formally adopted by the Licensor;	Standard - a Specification that is formally adopted by the Licensor and published by the Licensor (including by posting a copy of the Specification on a website maintained by the Licensor);
Appendix B - License Fees, 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).	For purposes of this Appendix B, but subject to paragraph 1.6, if a Hospital or a Practice is located on multiple physical sites, each such site shall be treated as a separate Hospital or Practice (as the case may be), and license fees shall be payable in respect of each such separate Hospital or Practice.
Appendix B - License Fees, 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.	The Licensor may, in its sole discretion, agree to treat multiple sites on which a Hospital or a Practice is located as a single site for purposes of this Appendix B.
Appendix B - License Fees, 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.	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. The Licensor may, in its sole discretion, waive the Licensee's obligation to pay any or all of the license fees set out in this Appendix B in respect of any deployment of the International Release or Licensee Product in a non-production environment (such as a development or test environment).
Appendix B - License Fees, 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.	In any case where the Licensee is exempt from the requirement to pay license fees by reason of a Licensee Product or a Data Processing 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.
Appendix B - License Fees, 2	Data Creation Systems	Data Processing Systems
Appendix B - License Fees, 2.1 (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	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 Processing System, unless that Data Processing System is used exclusively in connection with a Qualifying Research Project; or

Briefing Note



Appendix B - License Fees, 2.1 (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.	deploys, distributes or licenses a Licensee Product that is or includes a Data Processing System, unless that Licensee Product is used exclusively in connection with a Qualifying Research Project.
Appendix B - License Fees, 3	Data Analysis Systems	This clause has been removed.
Appendix B - License Fees, 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.	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 paragraph 2 of this Appendix B, explaining the Licensee's proposed activities.