



**MEMORANDUM OF UNDERSTANDING  
FOR PROPOSED AGREEMENT BETWEEN**

**Kantara Initiative, Piscataway, NJ (“KI”)**

**AND**

**National Association for Trusted Exchange, Washington, DC  
 (“NATE”)**

**(Kantara Initiative and National Association for Trusted Exchange are hereinafter collectively referred to as the “Parties” and individually as a “Party”)**

October 1, 2015

## 1. Purpose

Kantara Initiative (KI) and the National Association of Health Exchange (NATE) wish to collaborate on the advancement of health data use and exchange. This collaboration will involve a number of mutual projects and initiatives related to health data liberation and its associated technical aspects.

This letter sets out the proposed roles and responsibilities of both Kantara Initiative and NATE throughout the term of the Collaboration.

## 2. Mutual Benefits and Interests

Kantara Initiative provides strategic vision and real world innovation for the digital identity transformation. Developing initiatives including: [Identity Relationship Management](#), [User Managed Access](#) (*EIC Award Winner for Innovation in Information Security 2014*), [Identities of Things](#), and [Minimum Viable Consent Receipt](#), Kantara Initiative connects a global, open, and transparent leadership community. Luminaries from organizations including: CA Technologies, Experian, ForgeRock, IEEE-SA, Internet Society, Nomura Research Institute, Radiant Logic and SecureKey drive strategic insights to progress the transformational elements needed to leverage borderless Identity for IoT, access control, context, and consent. Kantara Initiative is the premier US Trust Framework Provider for the US GSA FICAM program.

NATE brings the expertise of its membership and other stakeholders together to find common solutions that optimize the appropriate exchange of health information for greater gains in adoption and outcomes. NATE works to address the legal, policy, and technical barriers that inhibit health information exchange between US-based entities.

Through strategically aligning key areas of activity where both Parties have high overlap in mission and approach, mutual benefits may emerge through this Collaboration.

## 3. Collaboration Goals

The Collaboration has the following goals:

- To support and advance the mission of each Party through exchange and transfer of knowledge and expertise;
- To be thought leaders, creating new intellectual capital that shapes and influences the debate and leads to action in advancing health information exchange and use;
- To improve citizen access to services and health system performance in North America and globally.

#### 4. Collaboration

The Collaboration will be structured to enable a number of smaller projects to be developed that map to key areas of activity at Kantara Initiative and NATE. Should specific projects be initiated between the Parties in any of the areas above, agreement on deliverables will be set out on a project-by-project basis. The project areas map to four key streams of activity: engagement and advocacy, health information access and exchange, data security, privacy and consent, and business models and processes. Initial ideas for collaboration activities within each stream are as follows:

- a) Engagement and Advocacy
  - Introduction to mutual public, private, and non-profit networks and partners (e.g., introducing Kantara Initiative Membership to NATE membership where Kantara Initiative's mandate is across many sectors, including healthcare, while NATE's focus is specific to the Health sector. Seek to gain mutual benefit by connecting communities non-traditional to healthcare.);
  - Engagement with key e-patient leaders and other patient and data access control advocates;
  - Sharing of current strategies and processes for use in engaging with and educating citizens and patients;
  - Joint development of consumer outreach strategies and multi-channel distribution of associated messaging and collateral for global consumers.
  
- b) Health information access and exchange
  - Exchange of methodologies, learnings and tools, where Kantara Initiative focuses on verification of CSPs and Access Control open standardization (UMA);
  - Leveraging collateral of both organizations to engage broader participation in both organizations (standards, specifications, certification criteria, case studies, etc.);
  - Exploration of potential opportunities to utilize NATE intellectual property (e.g., Trust Bundles within the Kantara Assurance Program);
  - Sharing of developer and implementer experience in using Trust Bundles and efforts around the continuous refinement of Trust Bundles and emergent trust mechanisms in respective markets in the future.
  
- c) Data Access Control, privacy and consent
  - Review of and engagement with relevant global standards groups and commercial solution providers in support of shared goals (ISO, IETF, etc);

- Cooperation and coordination on identification of policy and legal aspects of privacy, security and consent with regard to uniqueness and commonality across global jurisdictions;
  - Exploration and co-development of new privacy and consent models for health information access and exchange.
  - Exploration of applicability of existing Kantara Initiative open standards such as User Managed Access (UMA) and Minimum Viable Consent Receipt (MVCR) toward NATE community.
- d) Business models and processes
- Sharing and review of mutual business, operating, governance, funding, and partnership models and organizational structure.

## **Management and Terms of the Collaboration**

### **a. Principal Point of Contact**

**For Kantara Initiative**

Joni Brennan  
 Executive Director,  
 Kantara Initiative  
 732-226-4223  
 joni@kantarainitiative.org

**For Nate**

Aaron Seib  
 CEO,  
 National Association for Trusted Exchange  
 301-540-2311  
 aaron.seib@23eleven.net

### **b. Consultation and Confidentiality**

- The Parties agree that the timely, open and collaborative exchange of information and consultation is essential to ensure mutual success of the Collaboration;
- All (business confidential) information which Parties exchange within the context of this Memorandum of Understanding and collaboration will be confidential to the receiving Party and its advisors and can only be shared with third parties with prior written approval by the other Party. This obligation of confidentiality shall remain in effect for a period of three (3) years after the date of disclosure of the particular confidential information and shall survive any termination of this Memorandum of Understanding;
- The Parties agree to proactively share any relevant, publicly disclosable developments, news or initiatives that transpire in the health and social innovation space.

### **c. Costs and Expenses**

Each Party will bear its own costs and expenses unless otherwise agreed upon in writing signed by both Parties, with terms of any invoices payable to either Party determined and negotiated by a separate contract.

**d. Publicity**

All public notices to third parties and all other publicity concerning this Memorandum of Understanding and Collaboration shall be jointly planned and coordinated by the Parties and neither Party shall act unilaterally in this regard without the prior approval of the other Party (such approval shall not be unreasonably withheld, conditioned or delayed), except where required to do so by law or by the applicable regulations, rules or policies of any governmental or other regulatory agency having jurisdiction in respect of the Party. When seeking the prior approval of the other Party, the Parties will use reasonable efforts, acting in good faith, to agree upon text and imagery/logos for such statement or press release, which is satisfactory to both Parties.

**e. Acknowledgement and Recognition**

Given the mutual exchange of benefits that each Party is providing to each other and to the communities each serves, each Party agrees to ensure the other is appropriately recognized for their contributions to the Collaboration, subject to the following, and to the restrictions on written statements and use of text, imagery and logos referred to in 5d, above. This recognition may include the following, subject to advance notification and agreement by the Parties prior to any public release:

- Announcement on either Party's website and in a formal press release outlining the agreement between Kantara Initiative and NATE;
- Ongoing endorsement of the Party via name and/or logo as a participant on relevant and mutually agreed upon collateral such as websites, social media and in print communication materials;
- Logo inclusion and branding for specific collateral associated with individual projects that emerge from the Collaboration, such as events.

Activities, events, workshops or the like that jointly involve Kantara Initiative and NATE teams may be written about (as blogs, articles, tweets, etc.) or videotaped and made available as summary content on the Kantara Initiative website or NATE website and other related web and social media properties. Either Party's brand will be associated with the content for such materials in the format that is most appropriate (e.g., Twitter handle, logo placements, etc.).

**f. Non-Exclusivity**

Each Party recognizes that the cooperation envisaged under this Memorandum of Understanding is not exclusive and that neither Party is precluded from entering into any similar arrangement or agreement with any other Party.

**g. Reporting**

On a quarterly basis, or as otherwise agreed to by the Parties, the Principal Contacts will assess the progress of the collaboration, including any problems, concerns, results, opportunities for continuous improvement, and any other information material to the progress and success of the collaboration.

**h. Terms and Termination**

This Memorandum of Understanding will come into effect as of October 1, 2015 and will remain in force until December 31, 2016 unless terminated earlier by either Party. This Memorandum of Understanding may be amended or renewed upon written approval of the Parties. Either Party may terminate this Memorandum of Understanding upon providing the other Party with sixty (60) days' written notice.

In case this Memorandum of Understanding is terminated by one of the Parties, the other Party has no right to compensation or any damages whatsoever. This Memorandum of Understanding is intended to reflect the Parties' mutual understanding of the proposed arrangements described in it but each Party acknowledges that neither the provisions of this Memorandum of Understanding – except for the confidentiality as set out in paragraph 5 under b – nor any prior or subsequent conduct, dealings or action by or between the Parties is intended to create or constitute legally binding obligations by or between the Parties unless and until such obligations are set forth in a separate definitive written agreement.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date

**Kantara Initiative**

**National Association for Trusted Exchange**

By:

By:

\_\_\_\_\_  
Name: Joni Brennan  
Title: Executive Director, Kantara Initiative

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Name: Aaron Seib  
Title: CEO, NATE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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