SNOMED CT-AU
Publication of Third Party Derivatives – Terms and Conditions

31 December 2013
Approved for external information

IMPORTANT NOTICE – PLEASE READ THE FOLLOWING CAREFULLY

Set out below are the terms and conditions which apply to the development of SNOMED CT-AU reference sets by Licensees and their release by the National eHealth Transition Authority Ltd (NEHTA) through its National Clinical Terminology and Information Service. By submitting a reference set to NEHTA for release, the Licensee agrees to be bound by the terms and conditions set out below.

1 Purpose and Scope

1. The term “Reference Set” is used throughout these terms and conditions. For the purposes of these terms and conditions, the term “Reference Set” has the same meaning as the term “Sub-Set”, as that term is defined in the Australian National Terminology Release Licence Agreement between NEHTA and the Licensee. The terms “Reference Set” and “Sub-Set” are interchangeable and a “Reference Set” is a type of Derivative as defined in the Australian National Terminology Release Licence Agreement.

2. Terms used in these terms and conditions have the meanings assigned to them in the Australian National Terminology Release Licence Agreement or are otherwise defined in clause 10 of these terms and conditions.

3. These terms and conditions do not apply to the creation of Standards-Based Extensions and Standards-Based Derivatives by Licensees which would either be absorbed into the National Release under the Australian National Terminology Release Licence Agreement or created under a separate Namespace Identifier held by a Licensee.

2 Distribution Format

1. All Reference Sets will be published by NEHTA through SNOMED CT-AU. The Reference Sets will be published in Release Format 2 (RF2), the primary Release Format for SNOMED CT-AU since 2012. This provides a consistent format for software developers to consume.

1 IHTSDO®, SNOMED® and SNOMED CT® are registered trademarks of the International Health Terminology Standards Development Organisation.
2. Reference Sets shall be published as Simple Type reference sets. The content of the Reference Set must be provided to NEHTA as either a delimited text file or spreadsheet consisting of Concept SCTIDs and a term (Fully Specified Name or Preferred Term).

3. Allocation of preferred terms and management of synonyms for concepts in the Reference Sets will remain as part of the Australian dialect reference set managed by NEHTA. All requests for change will go through existing request submission processes, as set out in the Guidelines for the Submission of Requests².

3 Ownership of Intellectual Property

1. Under clause 3.3 of the Australian National Terminology Release Licence Agreement, the Licensee will own the intellectual property rights in the Reference Set that the Licensee creates, and the content of each Reference Set created by a Licensee remains the responsibility of the Licensee.

2. Any Licensee-created Reference Set published as part of SNOMED CT-AU will be published in a dedicated module representing that the Reference Set has been created by the Licensee, unless otherwise agreed with NEHTA. Accordingly, the Licensee grants to NEHTA, a non-exclusive, royalty free worldwide licence (with a right of sub-licence) to license the Reference Set in conjunction with the licensing of SNOMED CT-AU.

3. If the Licensee does not wish to support, maintain or own the Reference Set created by the Licensee, it must inform NEHTA in writing. NEHTA may choose to adopt or Deprecate the Reference Set at its sole discretion. Adoption of the Reference Set by NEHTA may involve moving all components of the Reference Set to a NEHTA module or NEHTA taking ownership of the original module (including all associated artefacts). If NEHTA elects to adopt the Reference Set, then the Licensee must promptly assign, or procure the assignment of, all intellectual property rights in such Reference Sets to NEHTA. The Licensee must further procure that any holders of moral rights in such Reference Sets grant a moral rights consent in favour of NEHTA and its successors, licensees and assigns, to do or omit to do anything which, but for that moral rights consent, would constitute a breach of that person’s moral rights. If requested by NEHTA, the Licensee will promptly execute or procure the prompt execution of any and all documents necessary to give effect to such assignments and consents.

4 Reference Set Submission Process

1. SNOMED CT-AU is scheduled for release twice every year, in May and November.

2. NEHTA controls the prioritisation of the release of Reference Sets according to available resources and work plans. NEHTA will inform the Licensee of the estimated release date for their Reference Set, which may not be in the current release cycle.

3. NEHTA reserves the right to not publish or to Deprecate any Reference Set due to quality assurance issues.

4. The process a Licensee must follow when seeking to have a Reference Set published by NEHTA is as follows:
   a. Advise NEHTA of the Licensee’s intention to provide a new Reference Set for release within the Specified Timeframes prior to Content Closure, as set out in clause 4.6.
   b. Provide Reference Set content in a delimited text file or spreadsheet (as described in clause 2) to NEHTA within the Specified Timeframes prior to Content Closure.

c. Ensure that the Reference Set complies with any relevant and current NEHTA editorial policies such as Reference Set naming conventions, as amended from time to time.

d. Complete the Reference Set library documentation provided by NEHTA and submit it to NEHTA.

e. Provide current contact details for any enquiries regarding the content of the Reference Set (either from NEHTA or third persons).

5. NEHTA will ensure that:

a. It provides the Licensee with a template to complete any documentation for incorporation into SNOMED CT-AU release documentation, including Reference Set library documentation.

b. A quality review of the Reference Set is undertaken by NEHTA in relation to required editorial policies.

c. All Reference Sets pass any applicable quality assurance processes prior to release, including automated testing.

d. Reference Sets meet any applicable technical requirements and specifications before being published.

e. Reference Set documentation is amalgamated into the SNOMED CT-AU release documents.

f. Licensees are notified of the inclusion of the new Reference Set as part of the SNOMED CT-AU release communication and are directed to any related documentation.

6. The Specified Timeframes for Content Closure are:

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<th>May Release</th>
<th>November Release</th>
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<td><strong>SUBMISSION</strong></td>
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<tr>
<td>Notification</td>
<td>2nd week of January</td>
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<tr>
<td>Reference Set</td>
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<tr>
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<tr>
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<td>Reference Set</td>
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<tr>
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<td>3rd week of February</td>
</tr>
<tr>
<td>Review responses</td>
<td>2nd week of March</td>
</tr>
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| Content Closure: last working day in March | Content Closure: last working day in September |

5  Maintenance and Support

1. The Licensee has the following obligations:

a. Advise NEHTA on the requirement to update or rectify quality issues in its Reference Set within Specified Timeframes prior to Content Closure.

b. Provide content updates or changes to NEHTA within Specified Timeframes prior to Content Closure and in a format approved by NEHTA.

c. Provide current contact details for any enquiries regarding the content of the Reference Set (either from NEHTA or third persons).
d. Complete any changes to the Reference Set library documentation associated with a Reference Set.

e. Respond to NEHTA’s enquiries, such that Reference Sets continue to be published as part of the National Release and within quality parameters agreed during submission and initial release processes.

2. NEHTA will ensure that:

a. The Licensee is notified when content changes (concept retirements and replacements) within SNOMED CT (International) and SNOMED CT-AU affect their Reference Set content. The process for resolution of these changes is to be agreed during initial negotiations between NEHTA and the Licensee.

b. Published Reference Sets meet any technical requirements.

c. Additional quality criteria (as agreed as part of this process between NEHTA and the Licensee) are monitored.

d. The Licensee is notified when the content of a Reference Set fails any of the agreed quality criteria.

e. It uses its reasonable endeavours to process requests for changes to Reference Sets within one release cycle, unless it notifies the Licensee otherwise.

f. All new Reference Set member requests provided directly to NEHTA will be redirected to the Licensee. All requests for new concept additions will progress through existing NEHTA request submission processes.

g. Licensees are notified of the Deprecation of a Reference Set as part of the SNOMED CT-AU release communication.

6 Deprecation

1. NEHTA may Deprecate a Reference Set:

a. at the written request of the Licensee;

b. if the Licensee has notified NEHTA that it no longer wishes to own or maintain the Reference Set;

c. if NEHTA is unable to contact the Licensee for 12 months;

d. if it becomes apparent that there is a defect in a Reference Set which is not rectified by the Licensee within a reasonable period of time, as notified by NEHTA; or

e. if NEHTA determines in its sole and absolute discretion, that a Reference Set is inappropriate for use in the context in which it is meant to be used.

2. NEHTA may Deprecate any Reference Set by retiring associated core components (metadata) and memberships and no longer distributing applicable Reference Set files and documentation. NEHTA may choose to adopt the Reference Set if it identifies continued value in publishing the Reference Set.

7 Warranties

1. The Licensee represents and warrants that:

a. each Reference Set has been prepared with all due skill and care, having regard to the intended use of the Reference Set;

b. each Reference Set, as submitted to NEHTA, is fit for the purpose for which it is intended to be used; and
c. it has taken all reasonable care to ensure that each Reference Set content submitted
to NEHTA is free from any malware, trojans, worms or any other computer viruses.

8 Limitation of Liability

To the fullest extent permitted by law, NEHTA will not be liable to the Licensee, or any other
person, whether in contract, tort (including negligence), misrepresentation, breach of statutory
duty or otherwise, for any loss or liability suffered by the Licensee, or any third party as result
of, or in connection with, NEHTA’s performance (or failure thereof) under these terms and
conditions.

9 Indemnity

To the fullest extent permitted by law, the Licensee indemnifies and holds harmless, each of
NEHTA, its related bodies corporate, and their officers, employees, agents and contractors
(Indemnified Parties) from and against, any and all loss or liability suffered by the
Indemnified Parties (including legal costs and expenses) in connection with the performance
of, or failure to perform, the Licensee’s obligations under these terms and conditions, and the
Reference Sets developed and/or maintained by the Licensee generally. NEHTA will hold the
benefit of this indemnity for, and may enforce this indemnity on behalf of, each of its related
bodies corporate and its and its related bodies corporate’s officers, employees agents and
contractors.

10 Defined Terms

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<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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| Australian Dialect Reference Set             | A language reference set which is used to specify the preferred and acceptable
descriptions for each concept.                                            |
| Concept SCTIDs                                | The numeric identifiers for a concept.                                     |
| Content Closure                               | The date set by NEHTA for all terminology content work to be completed so that
technical build and quality assurance activities can be undertaken, and is specified
in clause 4.5 of these terms and conditions.                               |
| Deprecate                                     | The Reference Set will be removed from SNOMED CT-AU and will no longer be
released.                                                                 |
| Fully Specified Name                          | An unambiguous text description for a concept.                            |
| Licensee                                      | The Licensee under the Australian National Terminology Release Licence
Agreement.                                                               |
| Namespace Identifier                          | A code that identifies the organisation responsible for creating and maintaining a
standards-based extension or a standards-based derivative.                |
| Preferred Term                                | The preferred description for a concept and is allocated as the Preferred Term
using the Australian Dialect Reference Set.                               |
| Reference Set                                 | A sub-set of SNOMED CT Content that is grouped together for one or more
purposes.                                                                |
| Release Format 2 (RF2)                        | The release format that specifies the file naming conventions and the structure of
the terminology when it is released.                                      |
### Simple Type
A type of Reference Set which allows a set of components to be specified for inclusion or exclusion from a specified purpose. This type of Reference Set can be used to enumerate the members of a simple subset or value set. It is a technical descriptor for the structure of the Reference Set.

### Specified Timeframes
The timeframes specified in the table in clause 4.6 of these terms and conditions.