



Guidance on Provision of Publicly Available SNOMED CT Browsers and Related Services

Who should read this guidance?

This guidance note is essential reading for any person or organization that provides access to web-based or other publicly available software or services that incorporate, or provide access to, the content of SNOMED Clinical Terms® (SNOMED CT®). This guidance note is also relevant to users of the software and services that provide access to SNOMED CT®.

Software and Services covered by this guidance

This guidance applies to web-based or other publicly available software or services that incorporate, or provide access to, the content of SNOMED CT®. This includes:

- Browsers able to search for and display SNOMED CT® components including terms and identifiers;
- Software and services that provide programmatic access to any SNOMED CT component or derivative.

Status of this guidance

Any person or organization providing software or services that incorporate or provide access to SNOMED CT® are required to have an IHTSDO Affiliate License and the provision of this software is subject to the Affiliate License Agreement (see <http://snomed.org/license.pdf>). This guidance does not replace or alter any of the provisions of the Affiliate License Agreement and should be read with reference to that agreement.

Details of how to apply for an Affiliate License are at www.ihtsdo.org/snomed-ct/get-snomed-ct. The IHTSDO Affiliate License itself is free of charge but there are reporting obligations and charges for use of “Data Creation Systems” and “Data Analysis Systems” in Non-Member Territories. A Non-Member Territory is any country that is not a Member of the IHTSDO (see list of current members at www.ihtsdo.org/members). The terms “Data Creation System” and “Data Analysis System” have the meanings specified in the Affiliate License Agreement.

Scope of this guidance

This guidance clarifies the intended approach of the IHTSDO to situations in which free publicly available software (of types permitted by the Affiliate License Agreement) has the potential to be used as part of a “Data Creation System” or “Data Analysis System” in a Non-Member Territory.

Paragraph 2.2.4 of the Affiliate License permits IHTSDO Affiliates to provide SNOMED CT browsers that are made freely available to the public. This clause explicitly excludes tools that permit extraction of substantial amounts of content of SNOMED CT. A browser that allows SNOMED CT terms or identifiers to be copied to the clipboard, or software with an accessible API, both permit SNOMED CT content to be extracted, and this may be used in ways that are subject to charges in a Non-Member Territory. This leaves any provider of an online SNOMED CT browser or API with a potential liability for substantial charges. However, the IHTSDO wishes to encourage availability of SNOMED CT browsers and other innovative applications of SNOMED CT, and is willing to offer a conditional waiver of this liability.



Conditional Waiver for Free and Publicly Available SNOMED CT Browsers

Subject to acceptance of and strict adherence with all the conditions stated below, the IHTSDO will waive the potential liability of providers of free publicly available SNOMED CT browsers (as described in paragraph 2.2.4 of the Affiliate License agreement) for chargeable uses that occur without their knowledge in Non-Member territories. The purpose of the conditions is to ensure that all users of this type of software are aware of restrictions on its use and their obligation to register as IHTSDO Affiliates should they wish to make use of SNOMED CT for chargeable purposes in Non-Member Territories.

1. Before using the online SNOMED CT browser, the user must be shown, and required to accept, an acknowledgement and sub-licensing conditions including the recommended terms as specified in Appendix 1 at the end of this document.

This is summarized here:

- An acknowledgement that the software includes SNOMED Clinical Terms® (SNOMED CT®) by permission of the International Health Terminology Standards Development Organization (IHTSDO) and recognition of IHTSDO trademarks.
 - Users that do not hold an IHTSDO Affiliate License may access SNOMED CT® using this product, subject to acceptance of the following sub-license:
 - The sub-licensee is only permitted to access SNOMED CT® using this software (or service) for the purpose of exploring and evaluating the terminology.
 - The sub-licensee is not permitted to use this software as part of a system that constitutes a SNOMED CT “Data Creation System” or “Data Analysis System”, as defined in the IHTSDO Affiliate License (<http://snomed.org/license.pdf>).
 - Users that hold an IHTSDO Affiliate License may use this software or service as part of a “Data Creation System” or “Data Analysis System”. In this case, the user, as an Affiliate Licensee, must accept full responsibility for any reporting and fees due for use or deployment of such a system in a Non-Member Territory.
2. If the user’s acceptance of the sub-license conditions is recorded against a secure login, future use of the SNOMED CT browser by that user need not require the redisplay and acceptance of the acknowledgement and sub-license conditions. However, the acknowledgement and license conditions must be viewable from a readily accessible, clearly labeled, menu option, button or hyperlink.
 3. If the SNOMED CT browser includes an interface that allows programmatic access to SNOMED CT, the provider of the software should take reasonable steps to ensure that the API is only used by IHTSDO Affiliates that accept full responsibility for any reporting and fees due for use or deployment in a Non-Member Territory.
 4. If the provider of a SNOMED CT browser becomes aware of any breach of the terms of these conditions by a user of the software, they must promptly advise the IHTSDO of the nature of the breach and cooperate fully with the IHTSDO to terminate the breach and prevent recurrences.



Appendix 1: Recommended sub-license text for free publicly available browsers

The text below the line is recommended for use by providers of free publicly available browsers (or other tools or services) that incorporate or provide access to SNOMED CT. This text must be presented to all users and accepted as a pre-condition of use. This text may form part of a more specific licence agreement for use of the product, provided that nothing in the agreement undermines the statement of the terms of use of SNOMED CT within the product.

The following terms in the template must be replaced with the relevant names:

- **[Product-Name]** The name of the software or service.
- **[IHTSDO Affiliate Name]** The name of the IHTSDO Affiliate providing the software or service.

[Product-Name] includes SNOMED Clinical Terms® (SNOMED CT®) which is used by permission of the International Health Terminology Standards Development Organization (IHTSDO). All rights reserved. SNOMED CT® was originally created by the College of American Pathologists. “SNOMED”, “SNOMED CT” and “SNOMED Clinical Terms” are registered trademarks of the IHTSDO (www.ihtsdo.org).

Use of SNOMED CT in **[Product-Name]** is governed by the conditions of the following SNOMED CT Sub-license issued by **[IHTSDO Affiliate Name]**

1. The meaning of the terms “Affiliate”, or “Data Analysis System”, “Data Creation System”, “Derivative”, “End User”, “Extension”, “Member”, “Non-Member Territory”, “SNOMED CT” and “SNOMED CT Content” are as defined in the IHTSDO Affiliate License Agreement (see <http://snomed.org/license.pdf>).
2. Information about Affiliate Licensing is available at <http://snomed.org/license>. Individuals or organizations wishing to register as IHTSDO Affiliates can register at <http://snomed.org/salsa>, subject to acceptance of the Affiliate License Agreement (see <http://snomed.org/license.pdf>).
3. The current list of IHTSDO Member Territories can be viewed at www.ihtsdo.org/members. Countries not included in that list are “Non-Member Territories”.
4. End Users, that do not hold an IHTSDO Affiliate License, may access SNOMED CT® using **[Product-Name]** subject to acceptance of and adherence to the following sub-license limitations:
 - a) The sub-licensee is only permitted to access SNOMED CT® using this software (or service) for the purpose of exploring and evaluating the terminology.
 - b) The sub-licensee is not permitted the use of this software as part of a system that constitutes a SNOMED CT “Data Creation System” or “Data Analysis System”, as defined in the IHTSDO Affiliate License. This means that the sub-licensee must not use **[Product-Name]** to add or copy SNOMED CT identifiers into any type of record system, database or document.
 - c) The sub-licensee is not permitted to translate or modify SNOMED CT Content or Derivatives.
 - d) The sub-licensee is not permitted to distribute or share SNOMED CT Content or Derivatives.
5. IHTSDO Affiliates may use **[Product-Name]** as part of a “Data Creation System” or “Data Analysis System” subject to the following conditions:
 - a) The IHTSDO Affiliate, using **[Product-Name]** must accept full responsibility for any reporting and fees due for use or deployment of such a system in a Non-Member Territory.
 - b) The IHTSDO Affiliate must not use **[Product-Name]** to access or interact with SNOMED CT in any way that is not permitted by the Affiliate License Agreement.
 - c) In the event of termination of the Affiliate License Agreement, the use of **[Product-Name]** will be subject to the End User limitations noted in 4.