

Memorandum of Understanding

between

GS1 AISBL

and

ICCBBA



This Memorandum of Understanding (“MoU”) is hereby made and entered into as of 31 January 2025 (“Effective Date”) by and between GS1 AISBL, an international not-for-profit association formed under the laws of Belgium (registration number 0419.640.608, District of Brussels), having its principal place of business at Avenue Louise 523, 1050 Brussels, Belgium, hereinafter referred to as “**GS1**”, and The International Council for Commonality in Blood Banking Automation Inc. (d.b.a. “ICCBBA”), a nonstock corporation formed in the State of Virginia (registration number 04454344) and having its principal place of business at 1901 Orange Tree Lane, Suite 200, Redlands, CA, 92374, USA, hereinafter referred to as “**ICCBBA**”.

Preamble

Purpose. The purpose of this MoU is to enable GS1 and ICCBBA to facilitate liaison between the two organisations in areas of mutual interest and to explore the development of mutually beneficial programmes, projects and activities.

Non-Binding Effect. This MoU primarily describes areas of mutual interest between the parties and expresses their wish to engage in communications for mutual benefit; it is not a contract for the purposes of acquiring or delivering goods or services or similar obligations. As such, except where expressly stated herein (see sec. 9.1), this MoU provides non-binding statements of mutual interest. Any specific projects involving delivery of goods or services between ICCBBA and GS1 or joint delivery to other parties must be established by separate contracts written and signed for those purposes.

GS1 and ICCBBA

About GS1

GS1 is a neutral, global standards organisation that enables industry leaders, government, regulators, academia, and associations to develop standards-based solutions to address the challenges of data exchange, including data exchange relating to healthcare. Its scale and reach – local Member Organizations in 118 countries, 2 million user companies and 10 billion transactions every day – help ensure that GS1 standards create a common language that supports systems and processes across the globe.

About ICCBBA

ICCBBA

Mission: Enhancing patient safety by promoting and managing the ISBT 128 international information standard for use with medical products of human origin.

ICCBBA is a not-for-profit information standards development organization. It was established in 1995 and is responsible for the *ISBT 128* Information Standard.

ISBT 128 is a global standard for the coding and labeling of human blood, cellular therapy, tissue, and organ products. It provides a globally unique donation identification number, internationally agreed product codes, and a range of data structures and data elements for encoding critical traceability information for medical products of human origin. *ISBT 128* is the international standard in this specialist area and is in widespread use.

1 Statement of Mutual Benefit and Interests

1.1 GS1 and ICCBBA acknowledge the important roles played by their respective standards in supporting safe and efficient practices in healthcare. Through this MoU, the parties express their mutual interest in developing a closer working relationship to explore compatibility between these standards, and potential coordination.

1.2 The parties recognize the value of cooperation in the field of supply chain standards and technologies directly or indirectly related to their relative scopes of work.

1.3 Both parties anticipate developing normative references to each other's standards, which may include communicating mutual recognition to third parties.

a) Communications by either party to third parties with respect to this Section 1.4 will be aligned and mutually agreed by both parties.

1.4 It is anticipated that each party will participate in each other's work teams, either through written contribution or exchange of experts, whereby representatives shall serve as active liaisons and represent the views of the technical body that appointed them.

2. Communication and Liaison Arrangements

The parties to this MoU shall appoint a liaison to represent each to the other. The focal contact points for the organizations will be:

GS1

Policy and Operational: Martin FitzGerald, Director Digital Health and Public Policy Healthcare

ICCBBA

Policy: Executive Director, Eoin McGrath

Operational: Technical Director, Karen Moniz

The Policy focal contacts will meet on a regular basis to review the collaboration. They will report on progress to the Boards of the parties.

3. Collaborative Working Arrangements

3.1 Both parties may benefit from sharing technical expertise and by promoting their joint collaboration.

3.2 GS1 will invite ICCBBA representatives to attend healthcare-related work group meetings as liaison members to such groups as GS1's Emerging Technologies Working Group, Personalized Medicines Working Groups, and GSMP Work Group.

3.3 Subject to other terms herein (see, e.g., sec. 3.6), GS1 will explore opportunities to promote the collaboration with ICCBBA through dedicated GS1 websites, in publications and presentations.

3.4 ICCBBA will invite GS1 representatives to attend its Technical Advisory Group meetings as liaisons. GS1 will also be granted access to the Licensees and Technical Advisory Group areas designated by ICCBBA of the ICCBBA web site.

3.5 Subject to other terms herein (see, e.g., sec. 3.6), ICCBBA will explore opportunities to promote the collaboration with GS1 through its web site and in published material.

3.6 Publicity. Each party will submit for review and approval publication and presentation materials, referred to in Sections 3.3 and 3.5, to the other party before publication. Any press releases require the written consent of the other party.

4. Reconciliation of Disagreement

Before submitting any dispute or claim (whether contractual or non-contractual) that arises out of this MoU ("Dispute") to litigation in a court or arbitration, the parties shall first endeavour in good faith to promptly settle any Dispute by direct negotiation between their managing directors or similar senior executives. If direct negotiation fails to resolve the dispute within thirty (30) days after such dispute is raised by a party in writing invoking this clause, it will be settled as provided in Section 9.6.

5 Obligations; Intellectual Property

It is mutually understood and agreed by and between the parties that:

- a. No provision of this MoU expressly or by implication transfers or grants any right, title, interest, or license of a party's intellectual property rights (including, without limitation, any copyright, trademark, or other rights) to the other party. Ownership rights to ICCBBA trademarks and standards or GS1 trademarks and standards are neither extended nor transferred to the other party.
- b. There will be no exchange of mailing lists or general membership information.

6 Warranties

The parties hereto make no express or implied warranties other than those that may be contained in this MoU.

7 Termination

Either party may terminate this MoU by providing at least thirty (30) days' advance written notice to the other party.

8 Term

This MoU shall have a two-year term, renewable by mutual written agreement for subsequent two-year terms.

9 Miscellaneous

9.1 Non-binding and binding terms. This MoU is non-binding, except that Clauses 1.3(a) (Communications), 3.6 (Publicity), 4 (Reconciliation), 5 (Obligations), 6 (Warranties), and 9 (Miscellaneous) shall be legally binding upon the parties.

9.2 Costs. Each party shall bear its own costs and expenses incurred under this MoU.

9.3 Entire agreement. This MoU constitutes the entire agreement and complete understanding of the parties hereto. No modification of this MoU shall be deemed effective unless agreed in writing and signed by both parties. This MoU supersedes any pre-existing agreement or understanding between the parties, whether written or oral.

9.4 Non-exclusivity. This MoU between the parties is non-exclusive and does not prevent either GS1 or ICCBBA from concluding agreements or MoUs with other parties.

9.5 Signatures. The parties agree to use electronic signatures to evidence their consent to this MoU.

9.6 Governing law. Any disputes arising under this MoU shall be governed by, and subject to, the laws of Belgium and the exclusive jurisdiction of the courts of Brussels, Belgium, excluding the UN Convention on Contracts for the International Sale of Goods of 1980, and any amendments and successors thereto, and excluding any applicable choice of law and conflict of laws rules.

9.7 Independent contractors. The relationship between the parties shall be that of independent signatories, and nothing in this MoU shall be construed to constitute either party an employee, agent or member of the other party. Without limiting the foregoing, neither party shall have authority to act for or to bind the other party in any way, to make representations or warranties or to execute agreements on behalf of the other party, or to represent that it is in any way responsible for the acts or omissions of the other party. Neither party shall be

required to make any payment to the other except to the extent expressly stated herein, if at all.

9.8 Authority to enter into agreement. Each party represents and warrants to the other that (i) it has due authority to enter into and perform this MoU, (ii) its performance of this MOU will not conflict with any other agreement to which it is a party, and (iii) its performance of this MOU will not conflict with its bylaws, policies or other obligations.

9.9 No assignment. Neither Party shall assign this MoU, or any right, liability, or obligation hereunder without the prior written consent of the other Party, except to a successor to its business or mission, as appropriate.

9.10 Compliance with applicable laws. Each party affirms that in its participation in this MoU it shall comply with all applicable laws and regulations. The parties will not communicate regarding commercially sensitive information (including pricing, discounts and incentive strategies, costs and profit margins, exchange of mailing lists or general membership information, etc.), allocation or distribution of markets or customers, or coordinated responses to requests for quotes, government procurement projects or similar opportunities.

9.11 Survival. Any terms that would reasonably be understood to survive termination of this MoU shall survive, including without limitation: sections 4 (Reconciliation), 5 (Obligations), 6 (Warranties), and 9 (Miscellaneous).

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IN WITNESS WHEREOF, the parties hereto have executed this MoU as of the Effective Date.

GS1 AISBL		ICCBBA	
Name	Renaud de Barbuat	Name	Eoin McGrath
Title	President & CEO	Title	Executive Director
Date		Date	

Signature: Renaud de Barbuat
Renaud de Barbuat (Jan 27, 2025 19:25 GMT+1)

Email: renaud.de.barbuat@gs1.org

Title: President and CEO

Company: GS1

Signature: Eoin McGrath
Eoin McGrath (Jan 27, 2025 17:32 GMT+1)

Email: eoin.mcgrath@iccbba.org

Title: Executive Director

Company: ICCBBA