



## Extended EHR@EU Data Space for Primary Use - Xt-EHR

Proposal number: 101128085

Consortium Agreement

Version 5 – 21 October 2024

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1.1, November 2022)

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#### Change Records

Version	Date	Changes
Version 0.1	17 June 2024	Initial draft – based on the DESCA model.
Version 0.2	26 June 2024	Feedback by GÖG, DNS, SPMS etc.
Version 0.3	24 July 2024	Alignment with Grant Agreement, Comments of all partners incorporated
Version 0.4	9 August 2024	Minor corrections and typos by all partners
Version 0.5	21 October 2024	Final version

## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing EU4Health Program (EU4H-2022-JA-IBA) (2023-2026), laying down its rules for participation and dissemination (hereinafter referred to as “Extended EHR@EU Data Space for Primary Use” (Xt-EHR)), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 1 November 2023, hereinafter referred to as the Effective Date.

### BETWEEN:

- 1 ETHNIKI ARCHI ILEKTRONIKIS IGEIAS (NeHA)**, PIC 894004963, established in LEOFOROS LEMESOU 67A, AGLANTZIA, NICOSIA 2121, Cyprus, the Coordinator

1.1 UNIVERSITY OF CYPRUS (UCY), PIC 999835843

1.2 KYPRIAKO IDRYMA EREVNON GIA TI MYIKI DISTROFIA (CING), PIC 999642522

- 2 VYSOCINA KRAJ (VR)**, PIC 997519289, established in ZIZKOVA 57, JIHLAVA 587 33, Czechia

2.1 MINISTERSTVO ZDRAVOTNICTVI CESKE REPUBLIKY (MoH CZ), PIC 924144512

- 3 SPMS - SERVICOS PARTILHADOS DO MINISTERIO DA SAUDE EPE (SPMS)**, PIC 950932323, with its registered office at Avenida da República, n.º 61, 1050-189, Lisboa Portugal.

- 4 MINISTRY OF HEALTH (MoH GR)**, PIC 950261665, established in ARISTOTELOUS STREET 17, ATHINA, Greece

4.1 DIOIKISI 3IS YGEIONOMIKIS PERIFEREIAS MAKEDONIAS (3YPE), PIC 933302379

4.2 ILEKTRONIKI DIAKYVERNISI KOINONIKISASFALISIS AE (IDIKA SA), PIC 937198966

- 5 E-HALSOMYNDIGHETEN (SeHA)**, PIC 933263676, established in Södra Långgatan 60, PO Box 913, SE-391 29 Kalmar, Sweden,

5.1 SOCIALSTYRELSEN (SoS), PIC 998248147

5.2 EQUALIS AB (EQUALIS AB), PIC 898402846

- 6 GEMATIK GMBH (GEMATIK GMBH)**, PIC 998915022, established in FRIEDRICHSTRASSE 136, BERLIN 10117, Germany,

6.1 BUNDESINSTITUT FUR ARZNEIMITTEL UND MEDIZINPRODUKTE (BfArM), PIC 998293931

- 7 ELGA GMBH (ELGA GMBH)**, PIC 984798418, established in TREUSTRASSE 35-43, WIEN 1200, Austria,

7.1 GESUNDHEIT OSTERREICH GMBH (GÖG), PIC 928836208

- 8 plate-forme eHealth (EHP)**, PIC 984348435, established in Willebroekkaai 38, Brussel 1000, Belgium,

8.1 VLAAMSE GEWEST (VL O), PIC 999575107

**9 HRVATSKI ZAVOD ZA ZDRAVSTVENO OSIGURANJE (CHIF)**, PIC 952813541, established in MARGARETSKA 3, ZAGREB 10000, Croatia,

9.1 HRVATSKI ZAVOD ZA JAVNO ZDRAVSTVO (CIPH), PIC 998128255

9.2 MINISTARSTVO ZDRAVSTVA REPUBLIKE HRVATSKE (MIZ), PIC 933852272

**10 SOTSIAALMINISTEERIUM (MoSA)**, PIC 998429731, established in Suur-Ameerika 1, TALLINN 10122, Estonia,

10.1 TERVISE JA HEAOLU INFOSÜSTEEMIDE KESKUS (EHWISC), PIC 895885405

**11 TERVEYDEN JA HYVINVOINNIN LAITOS (THL)**, PIC 996697893, established in MANNERHEIMINTIE 166, HELSINKI 00271, Finland,

11.1 KANSANELAKELAITOS (KELA), PIC 986131974

**12 MINISTERE DE LA SANTE ET DE LA PREVENTION** (represented by the DNS, Ministerial Delegation for eHealth), PIC 998887377, established in AVENUE DUQUESNE 14, PARIS CEDEX 75350, France,

12.1 AGENCE DU NUMÉRIQUE EN SANTÉ (ANS), PIC 998944025

**13 ESZFK EGESZSEGINFORMATIKAI SZOLGALTATO ES FEJLESZTESI KOZPONT NONPROFIT KORLATOLT FELELOSSEGU TARSASAG (ESZFK HU)**, PIC 887444174, established in KONYVES KALMAN KORUT 11. B. EP. 1., BUDAPEST 1097, Hungary,

13.1 ORSZAGOS KORHAZI FOIGAZGATOSAG (OKFŐ), PIC 891516331

**14 DEPARTMENT OF HEALTH (DoH)**, PIC 972459824, established in Block 1, Miesian Plaza, 50 - 58 Lower Baggot Street, Dublin D02 XW14, Ireland,

14.1 HEALTH SERVICE EXECUTIVE HSE (HSE), PIC 993521919

**15 MINISTERO DELLA SALUTE (MIN-SAL)**, PIC 999531942, established in Via Giorgio Ribotta 5, ROMA 00144, Italy,

15.1 AZIENDA ULSS 4 VENETO ORIENTALE (PROMIS), PIC 953342870

15.2 UNIVERSITA CATTOLICA DEL SACRO CUORE (UCSC), PIC 999915771

15.3 AZIENDA REGIONALE PER L'INNOVAZIONE E PER GLI ACQUISTI (ARIA), PIC 985380127

**16 LIETUVOS RESPUBLIKOS SVEIKATOS APSAUGOS MINISTERIJA (SAM LT)**, PIC 933839468, established in VILNIAUS G 33, VILNIUS LT 01506, Lithuania,

**17 MINISTERU GHAS-SAHHA U L-ANZJANITA ATTIVA (MHA)**, PIC 974144423, established in Palazzo Castellania, Merchants Street 15, Valletta VLT 200, Malta,

**18 STICHTING NATIONAAL ICT INSTITUUT IN DE ZORG (NICTIZ)**, PIC 998830147, established in Oude Middenweg 55, Den Haag 2491AC, Netherlands,

**20 CENTRUM E-ZDROWIA (CeZ)**, PIC 998949263, established in ULICA ST DUBOIS 5A, WARSZAWA 00-184, Poland,

**21 INSTITUTUL NATIONAL DE SANATATE PUBLICA (NIPH)**, PIC 985926237, established in STR DR LEONTE 1-3 SECTOR 5, BUCURESTI 050463, Romania,

21.1 CASA NATIONALA DE ASIGURARI DE SANATATE (NHIH), PIC 885470806

**22 NARODNE CENTRUM ZDRAVOTNICKYCH INFORMACII (NHIC)**, PIC 998884370, established in LAZARETSKA 26, BRATISLAVA 811 09, Slovakia,

**23 NACIONALNI INSTITUT ZA JAVNO ZDRAVJE (NIJZ)**, PIC 948891346, established in TRUBARJEVA CESTA 2, LJUBLJANA 1000, Slovenia,

**24 MINISTERIO DE SANIDAD (SGSDII)**, PIC 905231452, established in PASEO DEL PRADO 18 - 20, MADRID 28014, Spain,

24.1 NAVARRA DE SERVICIOS Y TECNOLOGIAS SA (NASERTIC), PIC 951526351

24.2 FUNDACION INSTITUTO DE INVESTIGACION MARQUES DE VALDECILLA (IDIVAL), PIC 946556944

24.3 ASOCIACIÓN INSTITUTO DE INVESTIGACIÓN EN SISTEMAS DE SALUD-BIOSISTEMAK (BIOSISTEMAK), PIC 955006420

24.4 FUNDACIO INSTITUT UNIVERSITARI PERA LA RECERCA A L'ATENCIO PRIMARIA DE SALUT JORDI GOL I GURINA (IDIAPJGol), PIC 994512095

**25 NACIONALAIS VESELIBAS DIENESTS (NHS)**, PIC 952594224, established in 31 Cesu str., k-3, 6. entrance, Riga LV-1012, Latvia,

**30 HELSEDIRKTORATET (Hdir)**, PIC 974772304, established in VITAMINVEIEN 4, Oslo 0483, Norway,

ASSOCIATED PARTNERS:

26 SUNHEDSDATASTYRELSEN (SDS), PIC 888310675

27 REGION MIDTJYLLAND (RM), PIC 997381452

28 SEMMELWEIS EGYETEM (EMK), PIC 999860675

29 AGENZIA NAZIONALE PER I SERVIZI SANITARI REGIONALI (ASD), PIC 959886490

hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Joint Action entitled

Extended EHR@EU Data Space for Primary Use

in short

Xt-EHR

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Version 1.1, November 2022

hereinafter referred to as “Project”

WHEREAS:

- A. The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of EU4H-2022-JA-IBA (2023-2026).
- B. The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement (Number: 101128085) to be signed by the Parties and the Granting Authority (hereinafter “Grant Agreement”).
- C. The Parties are aware that this Consortium Agreement is based upon the Development of a Simplified Consortium Agreement ([model consortium agreement](#)<sup>[59]</sup>).
- D. The Parties wish to collaborate on the Project on the terms and conditions set out in this Consortium Agreement

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

# 1 Definitions

## 1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Xt-EHR or in the Grant Agreement including its Annexes.

## 1.2 Additional Definitions

**“Access Rights”**: Are permissions granted to use certain project-related information or materials.

**“Affiliated Entities”**: Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/1046<sup>1</sup> which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).

**“Associated Partners”**: Entities which participate in the action, but without the right to charge costs or claim contributions

**“Background”**: Data, know-how or information that is needed to implement the Action or exploit the results.

**“Beneficiary”**: The signatories of the GA (either directly or through an accession form).

**“Consortium Body”**: Any management body described in Section 6 (Governance Structure) of this Consortium Agreement.

**“Consortium Plan”**: The description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Steering Committee.

**“Defaulting Party”**: Defaulting Party means a Party which the Steering Committee has declared to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.3 of this Consortium Agreement.

**“Entities under the same control”**: refers to organizations or legal entities that are controlled by the same parent company or group, such as parent and subsidiary companies or sister companies within the same corporate structure. These entities can request Access Rights to Results and Background on fair and reasonable terms,

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<sup>1</sup> For the definition, see Article 187 Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 ('EU Financial Regulation') (OJ L 193, 30.7.2018, p. 1): “affiliated entities [are]: (a) entities that form a sole beneficiary [(i.e. where an entity is formed of several entities that satisfy the criteria for being awarded a grant, including where the entity is specifically established for the purpose of implementing an action to be financed by a grant)]; (b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 136(1) and 141(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation”.

subject to confidentiality obligations and the continuation of the consortium member's Access Rights. If the control relationship ends, the granted Access Rights automatically lapse.

**“External Expert Advisory Board Members”**: refers to individuals who are not part of the project consortium but are engaged to provide independent, specialized knowledge, advice, and guidance. These members are typically recognized authorities in relevant fields and are appointed to support the project by offering expert insights, reviewing progress, and recommending strategic directions to ensure the project's success and alignment with its objectives.

**“Force majeure”**: Any situation or event that prevents either party from fulfilling their obligations under the Agreement, was unforeseeable, exceptional, and beyond the parties' control, was not due to error or negligence on their part (or on the part of other participants involved in the action) and proves to be inevitable despite exercising all due diligence.

**“Granting Authority”**: The body awarding the grant for the Project.

**“Joint ownership”**: the situation where two or more consortium parties collectively generate results during the course of the project, and these results cannot be separated for individual ownership. As a result, the parties share ownership of these results.

**“Member”**: Refers to the representative of each Party on the Consortium Bodies.

**“Needed” for the implementation of the Project**: Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, such that completion of associated tasks under the Consortium Plan would not be reasonably possible within the anticipated duration of the Project, or require significant additional financial or human resources not foreseen in the Consortium Plan.

**“Needed” for Exploitation of own Results**: Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

**“Own results”** are defined as any tangible or intangible output, such as data, knowledge, or information, that is generated by a specific party during the course of the project. These results are exclusively created by that party and are not jointly developed with other consortium members.

**“Party”**: It refers to an individual, group, or organization that enters into a collaborative agreement to carry out project activities. Each party in the partnership typically contributes resources such as expertise, labor, funding, or technology, and shares in the responsibilities, risks, and benefits associated with the project's execution and outcomes.

**“Results”**: Any means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

**“Work Package Leader”**: Work Package Leader means a representative of the Party appointed to lead a work package according to Annex 1 of the Grant Agreement, who shall coordinate the completion of activities for the tasks in the relevant work package.

**“Software”**: Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.



## 2 Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

## 3 Entry into force, duration and termination

### 3.1 Entry into force

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

An entity becomes a new Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

### 3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect from the effective date until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement. By complete fulfilment of all obligations, it is defined that the Consortium Agreement does not terminate until all scientific, administrative and financial obligations are fulfilled, incl. completion of final review, completion of all deliverables (approved by European Commission) and completion of all financial matters, incl. final payment.

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement

if

- the Grant Agreement is not signed by the Granting Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

### 3.3 Survival of rights and obligations

The provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for ownership or results, liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the consortium incurred prior to the date of termination, unless otherwise agreed between the Steering Committee and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.

## 4 Responsibilities of Parties

### 4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party commits to actively participating in the successful implementation of the Project. This includes collaborating effectively with other consortium members to achieve the project's objectives, carrying out and completing all assigned tasks and responsibilities promptly and within the agreed timelines, and fulfilling all obligations outlined in both the Grant Agreement and this Consortium Agreement. These actions must be performed as reasonably required, in good faith, and in accordance with the principles prescribed by Belgian law. Under Belgian law, the concept of good faith entails acting honestly, fairly, and sincerely in the fulfilment of contractual obligations. It implies that each Party should:

1. **Act Honestly and Fairly:** Engage in fair dealing and avoid deceit or misleading actions.
2. **Fulfil Obligations Diligently:** Perform tasks and responsibilities promptly and with due diligence.
3. **Cooperate and Communicate:** Maintain open and constructive communication with other consortium members to facilitate the project's success.
4. **Respect Agreements:** Adhere to the terms and conditions stipulated in the Grant Agreement and the Consortium Agreement.

Each Party undertakes to notify promptly the Granting Authority and the other Parties, in accordance with the governance structure of the Project, of any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties and shall promptly correct any error therein of which it becomes aware.

#### 4.1.1 Specific responsibilities for Associated Partners

For the avoidance of doubt, the Associated Partners do not sign the Grant Agreement and do not receive funding from the Granting Authority and therefore do not have a right to charge costs or claim contributions from the Granting Authority. Associated Partners must ensure their own funding for the implementation of the Project. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Associated Partners. The Coordinator will share a copy of the signed Grant Agreement and information on any amendments with the Associated Partners.

The Associated Partners hereby commit to implement the Project tasks attributed to it/them in Annex 1 of the Grant Agreement.

In addition, the Associated Partners hereby commit especially to the following articles of the Grant Agreement and its Annex 5:

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19)
- Record-keeping (Article 20)

The Associated Partners support the Beneficiary regarding their exploitation, dissemination and Open Science obligations and commit to contribute to the technical and continuous reporting during and after the implementation of the Project.

Furthermore, the Associated Partners hereby explicitly agree to cooperate with and grant access to bodies according to Article 25 of the Grant Agreement (the Granting Authority, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA)), so that these bodies can carry out checks, reviews, audits and investigations also towards the Associated Partners.

Any Associated Partner from a non-EU country undertakes to comply additionally with any other obligation arising from Art. 10.1 of the Grant Agreement.

In case of termination or being declared a Defaulting Party, an Associated Partner shall, within the limits specified in section 5.2 of this Consortium Agreement, bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partner tasks and the costs for additional efforts necessary to implement the Project.

Moreover, an Associated Partner is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by this Associated Partners' actions or omissions during Grant Agreement preparation, Project implementation or after Project end. Regarding such claims the Associated Partners' special liability is limited to 10.000€

Should the Associated Partners be obliged to sign a separate agreement concerning its funding for the Project, it is the responsibility of the Associated Partners to ensure such agreement is not in conflict with this Consortium Agreement.

## **4.2 Breach**

In the event that the Steering Committee identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Steering Committee, will give formal written notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Steering Committee may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

### 4.3 Involvement of third parties

A Party that enters a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities or other Participants) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. Such Party must ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement. The Party must enter into a written contract with the third parties, ensuring compliance with the provisions of the Grant Agreement and this Consortium Agreement, and inform the Project Coordinator accordingly of the completion of this contract.

### 4.4 Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

## 5 Liability towards each other

### 5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control) exercising its Access Rights.

### 5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, except in case of breach of confidentiality.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

### **5.3 Damage caused to third parties**

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of Results or Background.

### **5.4 Force Majeure**

No Party shall be considered in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Party will notify the Steering Committee of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within six (6) weeks after such notice, the transfer of tasks - if any - shall be decided by the SC.

### **5.5 Export control**

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

Each Party will notify the Steering Committee of any such restriction without undue delay. If the consequences of such restriction for the Project are not overcome within six (6) weeks after such notice, the transfer of tasks - if any - shall be decided by the Steering Committee.

## **6 Governance structure**

### **6.1 General structure**

The organisational structure of the consortium shall comprise the following Consortium Bodies:

- The Leadership Council
- The Steering Committee
- The Governmental Board
- The Coordinator

#### **6.1.1 Leadership Council**

The Leadership Council within the Project takes on a crucial role in ensuring effective coordination and alignment of ongoing activities across all Work Packages. Comprising all Work Package Leaders, co-leaders and task leaders, the Leadership Council conducts a continuous assessment of inputs and emerging results, fostering a collaborative environment that enhances the overall effectiveness of the project. Chaired by the Joint Action

Coordinator, the Leadership Council is not only responsible for maintaining regular communication through monthly video conferences, but also for facilitating additional discussions via email or other ways, as needed. The Project Management Team provides crucial support to the Leadership Council, facilitating coordination and communication among its members.

Furthermore, the Leadership Council carries significant responsibilities, including the preparation of proposals for the Steering Committee and the execution of decisions, streamlining actions that do not require Steering Committee approval. With a focus on efficient implementation, Work Package Leaders within the Leadership Council steer the progress of their respective Work Package tasks, coordinating closely with task leaders to make informed decisions on specific subtasks.

The structure of the Leadership Council within the Project is designed for effective decision-making and collaboration. **Each member, holds voting rights, and decisions are made by a majority vote when the quorum is reached. The quorum is achieved when at least two thirds of the Work Package Leaders and co-leaders are present or represented in the meeting. This ensures a representative and inclusive decision-making process, particularly for organisations leading multiple Work Packages, which are accorded a single voting right.** In case of absence of the indicated representative or alternative, the Joint Action Coordinator needs to be informed for a respective replacement accordingly. The **Leadership Council** is an assessment group of the Consortium without formal decision-making power. It shall assess the individual and overall implementation of the Project.

The Leadership Council's responsibilities extend to close collaboration with Risk Management and Quality Management. The Work Package Leaders and co-leaders themselves bear the responsibility for steering their respective Work Packages and tasks, aligning them with the overall objectives of the project.

### 6.1.2 Steering Committee

The Steering Committee is the decision-making body of the consortium and is responsible for overseeing the strategic implementation of the Project. Chaired by the coordinator, the Steering Committee comprises all project partners (parties), forming a collaborative network crucial for the project's success. Regularly convened every four months through video conferences and face-to-face, the Steering Committee provides a platform for comprehensive discussions and decision-making. Additionally, ad-hoc video conferences can be arranged to facilitate timely de-briefing sessions, ensuring effective communication and alignment among project partners on Project progress and outcomes. The Steering Committee's structured approach to meetings fosters a dynamic environment for strategic planning and evaluation, supporting the coherent implementation of the Project.

The Steering Committee of the Project assumes a multifaceted role encompassing organisational oversight and financial decision-making. Charged with monitoring the project's organisational structure, the Steering Committee is entrusted with key responsibilities, including the approval of amendments to the Grant Agreement, accession of new Associated Partners, and decision-making on financial and administrative matters. Additionally, the Steering Committee plays an important role in adopting and amending the rules of operation, approving deliverables based on the recommendations of the Leadership Council, and deciding on the transfer of tasks in cases of major necessity. The Steering Committee also holds authority in approving budget amendments, declaring an Associated Partner as a defaulting Party, specifying solutions for overcoming challenging situations, and deciding on the substitution of defaulting Work Package Leaders and / or co-Leaders (See Section 6.2.4 and 6.3) Furthermore, the Steering Committee is empowered to make decisions on the termination of the participation of an Associated Partner and to perform conflict resolution, reflecting its comprehensive and critical role in the governance structure of the Project.

**Single voting rights are granted to Beneficiary representatives (the competent authorities), regardless of their number of Affiliated Entities.** In the case of absence by the indicated representative or their alternative, the Joint Action Coordinator needs to be informed on the respective replacement accordingly. Collaborating Stakeholders, however, do not possess voting rights. Representatives from the European Commission may participate as observers in Steering Committee meetings but do not have voting rights. Decision rules within the Steering Committee are meticulously defined. For matters such as Grant Agreement amendment, adopting deliverables, accession of new Parties, or terminating Party participation (see Section 6.3.7), consensus is sought through a voting process, requiring a two-thirds majority of Beneficiary representatives when quorum is reached – defined as half of the beneficiaries with voting rights present or represented at the meeting. The Project Management Team provides essential support to ensure the smooth functioning of the Steering Committee, emphasising a structured and inclusive approach to decision-making.

### 6.1.3 Governmental Board

The Governmental Board is held at least once every six months. It is convened upon the meetings of the Leadership Council and is further enriched by the participation of European Commission representatives (note that in Leadership Council the participation of the European Commission representatives is optional).

### 6.1.4 The Coordinator

The Coordinator is the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

#### 6.1.4.1

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Granting Authority
- preparing the meetings, proposing decisions and preparing the agenda of Steering Committee and Leadership Council meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings (this only applies to Steering Committee and Leadership Council meetings, not to all consortium meetings)
- transmitting promptly documents and information connected with the Project to any other Party concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any Project deliverable, the Coordinator may nevertheless submit the other Parties' Project deliverables and all other documents required by the Grant Agreement to the Granting Authority in time.

#### 6.1.4.2

If the Coordinator fails in its coordination tasks, the Steering Committee may propose to the Granting Authority to change the Coordinator.

#### 6.1.4.3

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

#### 6.1.4.4

The Coordinator shall chair all meetings of the Consortium Body, unless decided otherwise by the Steering Committee.

#### 6.1.4.5

The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

## 6.2 Members

### 6.2.1 Members of the Leadership Council

The Leadership Council, shall consist of at least one representative from each Work Package Leaders, co-leaders and task leaders (hereinafter referred to as “Leadership Council Member”).

### 6.2.2 Members of the Steering Committee

The Steering Committee, shall consist of at least one representative of each Party (hereinafter referred to as “Steering Committee Member”).

### 6.2.3 Members of the Governmental Board

The Governmental Board, shall consist of the Leadership Council members and representatives from the European Commission (hereinafter referred to as “Governmental Board Member”).

### 6.2.4 Consortium Bodies Members’ Decision-Making Process

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.7 of this Consortium Agreement.

The Parties agree to abide by all decisions of the Steering Committee and the Leadership Council as per the exceptions predicted in this Consortium Agreement and Grant Agreement.

This does not prevent the Parties from exercising their veto rights, according to Section 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.



## **6.3 Operational procedures for the Consortium Body:**

### **6.3.1 Representation in meetings**

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

### **6.3.2 Preparation and organisation of meetings**

#### **6.3.2.1 Convening meetings:**

The chairperson shall convene ordinary meetings of the

- Leadership Council at least monthly;
- Steering Committee at least once every four months;
- Governmental Board at least once every six months

and shall also convene extraordinary meetings at any time upon written request of any Member.

#### **6.3.2.2 Notice of a meeting**

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

#### **6.3.2.3 Sending the agenda:**

The chairperson shall prepare and send each Member an agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

#### **6.3.2.4 Adding agenda items:**

Any agenda item requiring a decision by the Members must be identified as such on the agenda.

Any Member may add an item to the original agenda by written notice to all of the other Members no later than 7 calendar days preceding the meeting and 2 days preceding an extraordinary meeting.

#### **6.3.2.5**

During a meeting of the Steering Committee the Members present or represented can unanimously agree to add a new item to the original agenda.

Meetings of the Steering Committee may also be held by tele- or videoconference or other telecommunication means.

#### 6.3.2.6

Decisions will only be binding, once the relevant part of the minutes has been accepted according to Section 6.3.6.2.

### 6.3.3 Voting rules and quorum

The voting rules for the Steering Committee and the conditions for achieving a quorum are specified in both the Grant Agreement and this Consortium Agreement.

#### 6.3.3.1 Quorum in meetings

Each Consortium Body shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of each Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

#### 6.3.3.2 Voting rights

Each Member present or represented in the meeting shall have one vote, unless defined differently in Sections 6.1 and 6.3.7.

#### 6.3.3.3

A Party which the Steering Committee has declared according to Section 4.3 to be a Defaulting Party may not vote.

#### 6.3.3.4

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

### 6.3.4 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the respective Consortium Body a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties.

The Coordinator shall inform all the Members of the outcome of the vote within 14 calendar days.

A veto according to Section 6.3.5 may be submitted up to 15 calendar days after receipt of this information.

The decision will be binding after the Coordinator sends a notification to all Members. The Coordinator will keep records of the votes and make them available to the Parties on request. The Coordinator will distribute minutes of meetings with all decisions to all Members.

### **6.3.5 Veto Rights**

#### **6.3.5.1**

A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Steering Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision.

#### **6.3.5.2**

When the decision is foreseen on the original agenda, a Party may only veto such a decision during the meeting.

#### **6.3.5.3**

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.

#### **6.3.5.4**

When a decision has been taken without a meeting a Party may veto such decision within 15 calendar days after receipt of the written notice by the chairperson of the outcome of the vote.

#### **6.3.5.5**

In case of exercise of veto, the Parties (or the Steering Committee) shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties.

#### **6.3.5.6**

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

#### **6.3.5.7**

A Party requesting to leave the consortium may not veto decisions relating thereto.

### **6.3.6 Minutes of meetings**

#### **6.3.6.1**

The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 10 calendar days of the meeting.

#### **6.3.6.2**

The minutes shall be considered as accepted if, within 15 calendar days from receipt, no Party has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

### 6.3.6.3

The chairperson shall send the accepted minutes to all the Members, and to the Coordinator, who shall retain copies of them.

### 6.3.7 Decisions of the Steering Committee

The Steering Committee shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Steering Committee:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority such as changes resulting from suggested reallocation of tasks and budget by the Work Package Leaders Group
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included), such modifications or withdrawal to be approved by the owning Party hereof.
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal, except when a partner independently decides to leave the consortium.
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement
- Breach, defaulting party status and litigation
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party

Appointments

Based on the Grant Agreement, the appointment, if necessary, of:

- External Expert Advisory Board Members (Attachment 5)

In the case of abolished tasks as a result of a decision of the Steering Committee, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

## **7 Financial provisions**

### **7.1 General Principles**

#### **7.1.1 Distribution of Financial Contribution**

The financial contribution of the Granting Authority to the Project shall be distributed by the Coordinator according to:

- the Consortium Plan
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan (20% own contribution).

#### **7.1.2 Justifying Costs**

In accordance with its own usual accounting and management principles and practices, each Beneficiary shall be solely responsible for justifying its costs (and those of its Affiliated Entities, if any) with respect to the Project towards the Granting Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

#### **7.1.3 Funding Principles**

A Party that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its units/actual duly justified eligible costs only.

A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

#### **7.1.4 Excess payments**

A Party has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if a Party has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In case a Party has received excess payment, the Party has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Party is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible. The Steering Committee may take actions on any legal actions to be taken against the breaching Party according to Section 6.3.7.

### **7.1.5 Revenue**

In case a Party earns any revenue that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Party earning such revenue. The other Parties' financial share of the budget shall not be affected by one Party's revenue. In case the relevant revenue is more than the allocated share of the Party as set out in the Consortium Plan, the Party shall reimburse the funding reduction suffered by other Parties.

### **7.1.6 Financial Consequences of the termination of the participation of a Party**

A Party leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority or another contributor.

In addition, a Defaulting Party shall, within the limits specified in Section 7.1.4 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform the leaving Party's task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The Steering Committee should agree on a procedure regarding additional costs which are not covered by the Defaulting Party.

## **7.2 Payments**

### **7.2.1 Payments to Beneficiaries are the exclusive task of the Coordinator**

In particular, the Coordinator shall:

- Notify the relevant Party quickly about when and how much money has been sent to their bank account, along with the necessary details.
- Handle its responsibilities carefully when managing funds and maintaining financial records.
- Commit to keeping the Granting Authority's funding for the Project separate from its regular business accounts and its own assets, unless the Coordinator is a Public Body or is legally unable to do so under specific laws.

With reference to Article 22 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the final payment.

### **7.2.2**

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Beneficiaries will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement following this payment schedule. If a different arrangement was made between the Coordinator and a Beneficiary this will be handled separately as agreed. The coordination should inform the Granting Authority about this decision and keep a record of such an agreement.

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Beneficiary without undue delay after receipt from the Granting Authority and in conformity with the provisions of the Grant Agreement. Funding for costs accepted by the Granting Authority will be paid by the Coordinator to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by the Steering Committee to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party except the costs already claimed by the Defaulting Party and accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Granting Authority.

## **8 Results**

### **8.1 Ownership of Results**

Results are owned by the Party that generates them. In the event where Results were generated by more than one Party, the Parties who contributed inventively to the Results shall have joint ownership of the Results if they have jointly generated them and it is not possible to establish the respective contribution of each Party or separate them for the purpose of applying for, obtaining or maintaining their protection. The share of each of the joint owners to the jointly owned Results shall be defined between the co-owners according to the inventors' respective contributions to the generation of such Results.

### **8.2 Joint ownership**

Joint ownership is governed by Grant Agreement Article 16.2, Section Ownership of results, with the following additions:

Unless otherwise agreed in writing by the joint owners:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation, after the approval of the Joint Action Coordinator.

### **8.3 Transfer of Results**

#### **8.3.1**

Each Party may transfer ownership of its own Results, including its share on jointly owned Results, following the procedures of the Grant Agreement Article 16.2.

#### **8.3.2**

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16.2.

#### **8.3.3**

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties under the Consortium Agreement and the Grant Agreement will

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not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the Steering Committee.

#### **8.3.4**

The Parties recognise that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give at least 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

#### **8.3.5**

The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

### **8.4 Dissemination**

#### **8.4.1**

For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

#### **8.4.2 Dissemination of own (including jointly owned) Results**

##### **8.4.2.1**

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement, subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

##### **8.4.2.2**

Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

The use of partner logos when presenting the project or a part of the project is possible.

##### **8.4.2.3**

An objection is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, or
- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or



- c) the proposed publication includes Confidential Information of the objecting Party.

The objection must include a precise request for necessary modifications.

#### 8.4.2.4

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

#### 8.4.2.5

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

### 8.4.3 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval unless they are already published.

### 8.4.4 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

### 8.4.5 Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

## 9 Access Rights

### 9.1 Background included

Each Party remains the sole owner of its Background. Said Party remains free to protect and commercially use its own Background, included outside this Consortium Agreement. Nothing contained in this Consortium Agreement shall affect the exclusive property rights of each Party to its own Background. Unless otherwise stipulated in this Consortium Agreement, nothing in this Consortium Agreement shall be interpreted as granting a Party any right or license to the other Party's Background.

#### 9.1.1

In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

### **9.1.2**

Any Party may add additional Background to Attachment 1 during the Project provided they give written notice to the other Parties. However, approval of the Steering Committee is needed should a Party wish to modify or withdraw its Background in Attachment 1.

## **9.2 General Principles**

### **9.2.1**

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

### **9.2.2**

Any Access Rights granted exclude any rights to sublicense unless expressly stated otherwise.

### **9.2.3**

Access Rights shall be free of any administrative transfer costs.

### **9.2.4**

Access Rights are granted on a non-exclusive basis.

### **9.2.5**

Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

### **9.2.6**

All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place. Access Rights to Results and Background Needed for implementation and exploitation shall be granted in accordance with any legal or contractual limitations, if applicable.

### **9.2.7**

The requesting Party must show that the Access Rights are Needed.

## **9.3 Access Rights for implementation**

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

## **9.4 Access Rights for Exploitation**

### **9.4.1 Access Rights to Results**

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

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Access rights to Results for internal research and for teaching activities shall be granted on a royalty-free basis.

#### **9.4.2**

Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted on Fair and Reasonable conditions.

#### **9.4.3**

A request for Access Rights may be made up to twelve (12) months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

### **9.5 Access Rights for entities under the same control**

Entities under the same control have Access Rights under the conditions of the Grant Agreement Annex 5.

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control [listed in Attachment 4]. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Entities under the same control which obtain Access Rights in return fulfil all confidentiality obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control may be negotiated in separate agreements.

### **9.6 Additional Access Rights**

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

### **9.7 Access Rights for Parties entering or leaving the consortium**

#### **9.7.1 New Parties entering the consortium**

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

### **9.7.2 Parties leaving the consortium**

#### **9.7.2.1 Access Rights granted to a leaving Party**

##### **9.7.2.1.1 Defaulting Party**

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Steering Committee to terminate its participation in the consortium.

##### **9.7.2.1.2 Non-defaulting Party**

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.

It may request Access Rights within the period specified in Section 9.4.3.

#### **9.7.2.2 Access Rights to be granted by any leaving Party**

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

## **9.8 Specific Provisions for Access Rights to Software**

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

## **10 Non-disclosure of information**

### **10.1**

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

### **10.2**

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;

- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipient may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

### **10.3**

The Recipient shall be responsible for the fulfilment of the above obligations on the part of its employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

### **10.4**

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

### **10.5**

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care

### **10.6**

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

## 10.7

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

## 11 Miscellaneous

### 11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2) Attachment 4 (Identified entities under the same control)
- Attachment 5 (Project Handbook)

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

### 11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.1.4.3, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

### 11.3 Formal and written notices

Any notice to be given under this Consortium Agreement shall be addressed to the recipients as listed in the most current address list kept by the Coordinator.

Any change of persons or contact details shall be immediately communicated to the Coordinator by written notice. The address list shall be accessible to all Parties.

Formal notices:

If it is required in this Consortium Agreement (Sections 4.4, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by a duly authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with acknowledgement of receipt.

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Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgment of receipt.

#### **11.4 Assignment and amendments**

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.7 (SP) require a separate written agreement to be signed between all Parties.

#### **11.5 Mandatory national law**

Nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

#### **11.6 Language**

This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

#### **11.7 Applicable law**

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

#### **11.8 Settlement of disputes**

WIPO<sup>2</sup> (World Intellectual Property Organization) Mediation Followed, in the Absence of a Settlement, by WIPO Expedited Arbitration<sup>3</sup> or by Court Litigation.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in

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<sup>2</sup> <https://www.wipo.int/amc/en/>

<sup>3</sup> WIPO Mediation Followed, in the Absence of a Settlement: An informal consensual process in which a neutral intermediary, the mediator, assists the parties in reaching a settlement of their dispute, based on the parties' respective interests. The mediator cannot impose a decision. A settlement agreement can be enforced as a contract.

accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

WIPO Mediation Followed, in the Absence of a Settlement, by WIPO Expedited Arbitration

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

### **11.9 Execution in Counterparts**

This Agreement may be executed in counterparts. All executed counterparts constitute one document. The Parties agree that electronically executed and electronically transmitted signatures will have the full force and effect of an original signature, provided such signature complies with the requirements of a qualified electronic signature.



## 12 Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

## 1. ETHNIKI ARCHI ILEKTRONIKIS IGEIAS (NeHA)

Signature(s)

Name(s): Schizas N. Christos

Title(s): **President**

Date: 21/10/2024

## 1.1 UNIVERSITY OF CYPRUS (UCY)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 1.2 KYPRIAKO IDRYMA EREVNON GIA TI MYIKI DISTROFIA (CING)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 2. VYSOCINA KRAJ (VR)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 2.1 The Ministry of Health of the Czech Republic (MoH CZ)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

### 3. SPMS - SERVICOS PARTILHADOS DO MINISTERIO DA SAUDE EPE (SPMS)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

#### **4. MINISTRY OF HEALTH (MoH GR)**

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024



#### **4.1 ΔΙΟΙΚΗΣΙΣ ΣΥΣΤΗΜΑΤΟΣ ΥΓΕΙΟΝΟΜΙΚΗΣ ΠΕΡΙΦΕΡΕΙΑΣ ΜΑΚΕΔΟΝΙΑΣ (3ΥΠΕ)**

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 4.2 ILEKTRONIKI DIAKYVERNISI KOINONIKISASFALISIS AE (IDIKA SA)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 5. E-HALSOMYNDIGHETEN (SeHA)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 5.1 SOCIALSTYRELSEN (SoS)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 5.2 EQUALIS AB (EQUALIS AB)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 6. GEMATIK GMBH (GEMATIK GMBH)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 6.1 BUNDESINSTITUT FÜR ARZNEIMITTEL UND MEDIZINPRODUKTE (BfArM)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 7. ELGA GMBH (ELGA GMBH)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024



## 7.1 GESUNDHEIT OSTERREICH GMBH (GÖG)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 8. plate-forme eHealth (EHP)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 8.1 VLAAMSE GEWEST (VL O)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 9. HRVATSKI ZAVOD ZA ZDRAVSTVENO OSIGURANJE (CHIF)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 9.1 HRVATSKI ZAVOD ZA JAVNO ZDRAVSTVO (CIPH)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 9.2 MINISTARSTVO ZDRAVSTVA REPUBLIKE HRVATSKE (MIZ)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 10. SOTSIAALMINISTEERIUM (MoSA)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 10.1 TERVISE JA HEAOLU INFOSÜSTEEMIDE KESKUS (EHWISC)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024



## 11. TERVEYDEN JA HYVINVOINNIN LAITOS (THL)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 11.1 KANSANELAKELAITOS (KELA)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

**12. MINISTERE DE LA SANTE ET DE LA PREVENTION** (represented by the DNS, Ministerial Delegation for eHealth)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 12.1 AGENCE DU NUMÉRIQUE EN SANTÉ (ANS)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

**13. ESZFK EGESZSEGINFORMATIKAI SZOLGALTATO ES FEJLESZTESI KOZPONT NONPROFIT  
KORLATOLT FELELOSSEGU TARSASAG (ESZFK HU)**

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

### **13.1 ORSZAGOS KORHAZI FOIGAZGATOSAG (OKFŐ)**

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 14. DEPARTMENT OF HEALTH (DoH)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 14.1 HEALTH SERVICE EXECUTIVE (HSE)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024



## 15. MINISTERO DELLA SALUTE (MIN-SAL)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 15.1 AZIENDA ULSS 4 VENETO ORIENTALE (PROMIS)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 15.2 UNIVERSITA CATTOLICA DEL SACRO CUORE (UCSC)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

### **15.3 AZIENDA REGIONALE PER L'INNOVAZIONE E PER GLI ACQUISTI (ARIA)**

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 16. LIETUVOS RESPUBLIKOS SVEIKATOS APSAUGOS MINISTERIJA (SAM LT)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 17. MINISTERU GHAS-SAHHA U L-ANZJANITA ATTIVA (MHA)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 18. STICHTING NATIONAAL ICT INSTITUUT IN DE ZORG (NICTIZ)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 20. CENTRUM E-ZDROWIA (CeZ)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024



## 21. INSTITUTUL NATIONAL DE SANATATE PUBLICA (NIPH)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 21.1 CASA NATIONALA DE ASIGURARI DE SANATATE (NHIH)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 22. NARODNE CENTRUM ZDRAVOTNICKYCH INFORMACII (NHIC)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 23. NACIONALNI INSTITUT ZA JAVNO ZDRAVJE (NIJZ)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 24. MINISTERIO DE SANIDAD (SGSDII)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 24.1 NAVARRA DE SERVICIOS Y TECNOLOGIAS SA (NASERTIC)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 24.2 FUNDACION INSTITUTO DE INVESTIGACION MARQUES DE VALDECILLA (IDIVAL)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

### **24.3 ASOCIACIÓN INSTITUTO DE INVESTIGACIÓN EN SISTEMAS DE SALUD-BIOSISTEMAK (BIOSISTEMAK)**

Signature(s)

Name(s):

Title(s):

Date:



#### **24.4 FUNDACIO INSTITUT UNIVERSITARI PERA LA RECERCA A L'ATENCIO PRIMARIA DE SALUT JORDI GOL I GURINA (IDIAPJGol)**

Signature(s)

Name(s): Josep Basora Gallisà

Title(s): Director

Date: 22/10/2024

## 25. NACIONALAIS VESELIBAS DIENESTS (NHS)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

### 30. HELSEDIREKTORATET (Hdir)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 26. SUNHEDSDATASTYRELSEN (SDS)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 27. REGION MIDTJYLLAND (RM)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 28. SEMMELWEIS EGYETEM (EMK)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## 29. AGENZIA NAZIONALE PER I SERVIZI SANITARI REGIONALI (ASD)

Signature(s)

Name(s):

Title(s):

Date: 21/10/2024

## Attachment 1: Background included

According to the Grant Agreement (Article 16.1) Background is defined as “data, know-how or information that is needed to implement the Action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

### PARTY 1

As to **ETHNIKI ARCHI ILEKTRONIKIS IGEIAS (NeHA)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.



**PARTY 1.1**

As to **UNIVERSITY OF CYPRUS (UCY)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

**PARTY 1.2**

As to **KYPRIAKO IDRYMA EREVNON GIA TI MYIKI DISTROFIA (CING)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

**PARTY 2**

As to **VYSOCINA KRAJ (VR)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

**PARTY 2.1**

As to **MINISTERSTVO ZDRAVOTNICTVI CESKE REPUBLIKY (MoH CZ)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

### PARTY 3

As to **SPMS - SERVICOS PARTILHADOS DO MINISTERIO DA SAUDE EPE (SPMS)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
All data, know-how and information provided by SPMS within the context of Xt-EHR	The data, know-how and information provided by the aforesaid institution is subject to the identification of the source and compliance with the intellectual property regulation, in accordance with the objectives of the project and Grant Agreement. In addition, data processing must comply with the rules set out in the GDPR and national law. Results and Background shall be used only for the purposes for which Access Rights to it have been granted. Moreover, the attribution of access rights to data, know-how and information may depend on the positive assessment by the financial and legal departments of the Portuguese Ministry of Health entities.	The data, know-how and information provided by the aforesaid institution is subject to the identification of the source and compliance with the intellectual property regulation, in accordance with the objectives of the project and Grant Agreement. In addition, data processing must comply with the rules set out in the GDPR and national law. Results and Background shall be used only for the purposes for which Access Rights to it have been granted. Moreover, the attribution of access rights to data, know-how and information may depend on the positive assessment by the financial and legal departments of the Portuguese Ministry of Health entities.
All confidential data, documents or materials provided in order to fulfill the objectives of the call.	Same as mentioned above with the caveat that data, documents or materials are confidential and, therefore, subject to the applicable international and national law. It may also depend on the positive assessment by the financial and legal departments of the Portuguese Ministry of Health entities.  entities.	Same as mentioned above with the caveat that data, documents or materials are confidential and, therefore, subject to the applicable international and national law. It may also depend on the positive assessment by the financial and legal departments of the Portuguese Ministry of Health entities.

This represents the status at the time of signature of this Consortium Agreement.

#### **PARTY 4**

As to **MINISTRY OF HEALTH (MoH GR)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

#### **PARTY 4.1**

As to **DIOIKISI 3IS YGEIONOMIKIS PERIFEREIAS MAKEDONIAS (3YPE)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

#### **PARTY 4.2**

As to **ILEKTRONIKI DIAKYVERNISI KOINONIKISASFALISIS AE (IDIKA SA)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:



Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 5

As to **E-HALSOMYNDIGHETEN (SeHA)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

#### PARTY 5.1

As to **SOCIALSTYRELSEN (SoS)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 5.2

As to **EQUALIS AB (EQUALIS AB)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 6

As to **GEMATIK GMBH (GEMATIK GMBH)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

#### PARTY 6.1

As to **BUNDESINSTITUT FÜR ARZNEIMITTEL UND MEDIZINPRODUKTE (BfArM)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 7

As to **ELGA GMBH (ELGA GMBH)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

#### **PARTY 7.1**

As to **GESUNDHEIT OSTERREICH GMBH (GÖG)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 8

As to **plate-forme eHealth (EHP)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:



Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

#### **PARTY 8.1**

As to **VLAAMSE GEWEST (VL O)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 9

As to **HRVATSKI ZAVOD ZA ZDRAVSTVENO OSIGURANJE (CHIF)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

#### **PARTY 9.1**

As to **HRVATSKI ZAVOD ZA JAVNO ZDRAVSTVO (CIPH)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 9.2

As to **MINISTARSTVO ZDRAVSTVA REPUBLIKE HRVATSKE (MIZ)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 10

As to **SOTSIAALMINISTEERIUM (MoSA)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

#### **PARTY 10.1**

As to **TERVISE JA HEAOLU INFOSÜSTEEMIDE KESKUS (EHWISC)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 11

As to **TERVEYDEN JA HYVINVOINNIN LAITOS (THL)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

#### **PARTY 11.1**

As to **KANSANELAKELAITOS (KELA)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:



Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 12

As to **MINISTERE DE LA SANTE ET DE LA PREVENTION** (represented by the DNS, Ministerial Delegation for eHealth), it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

#### PARTY 12.1

As to **AGENCE DU NUMÉRIQUE EN SANTÉ (ANS)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and
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	“Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

#### PARTY 13

As to **ESZFK EGESZSEGINFORMATIKAI SZOLGALTATO ES FEJLESZTESI KOZPONT NONPROFIT KORLATOLT FELELOSSEGU TARSASAG (ESZFK HU)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access
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	background”, sub-section “Access rights to background and results for implementing the Action”)	rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

#### PARTY 13.1

As to **ORSZAGOS KORHAZI FOIGAZGATOSAG (OKFŐ)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”,
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	rights to background and results for implementing the Action”)	sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

#### PARTY 14

As to **DEPARTMENT OF HEALTH (DoH)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”,
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	rights to background and results for implementing the Action”)	sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

#### PARTY 14.1

As to **HEALTH SERVICE EXECUTIVE (HSE)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”,
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	rights to background and results for implementing the Action”)	sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 15

As to **MINISTERO DELLA SALUTE (MIN-SAL)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”,
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	rights to background and results for implementing the Action")	sub-section "Access rights for exploiting the results")
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This represents the status at the time of signature of this Consortium Agreement.

#### PARTY 15.1

As to **AZIENDA ULSS 4 VENETO ORIENTALE (PROMIS)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background",
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	rights to background and results for implementing the Action”)	sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 15.2

As to **UNIVERSITA CATTOLICA DEL SACRO CUORE (UCSC)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”,
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	rights to background and results for implementing the Action”)	sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

### PARTY 15.3

As to **AZIENDA REGIONALE PER L'INNOVAZIONE E PER GLI ACQUISTI (ARIA)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”,
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	rights to background and results for implementing the Action")	sub-section "Access rights for exploiting the results")
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 16

As to **LIETUVOS RESPUBLIKOS SVEIKATOS APSAUGOS MINISTERIJA (SAM LT)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background",
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	rights to background and results for implementing the Action”)	sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 17

As to **MINISTERU GHAS-SAHHA U L-ANZJANITA ATTIVA (MHA)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”,
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	rights to background and results for implementing the Action")	sub-section "Access rights for exploiting the results")
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 18

As to **STICHTING NATIONAAL ICT INSTITUUT IN DE ZORG (NICTIZ)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background",
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	rights to background and results for implementing the Action”)	sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 20

As to **CENTRUM E-ZDROWIA (CeZ)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”,
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	rights to background and results for implementing the Action")	sub-section "Access rights for exploiting the results")
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 21

As to **INSTITUTUL NATIONAL DE SANATATE PUBLICA (NIPH)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background",
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	rights to background and results for implementing the Action")	sub-section "Access rights for exploiting the results")
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This represents the status at the time of signature of this Consortium Agreement.

#### PARTY 21.1

As to **CASA NATIONALA DE ASIGURARI DE SANATATE (NHIH)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background",
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	rights to background and results for implementing the Action")	sub-section "Access rights for exploiting the results")
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 22

As to **NARODNE CENTRUM ZDRAVOTNICKYCH INFORMACII (NHIC)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background",
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	rights to background and results for implementing the Action”)	sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 23

As to **NACIONALNI INSTITUT ZA JAVNO ZDRAVJE (NIJZ)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”,
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	rights to background and results for implementing the Action")	sub-section "Access rights for exploiting the results")
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This represents the status at the time of signature of this Consortium Agreement.

#### PARTY 24

As to **MINISTERIO DE SANIDAD (SGSDII)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background",
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	rights to background and results for implementing the Action")	sub-section "Access rights for exploiting the results")
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This represents the status at the time of signature of this Consortium Agreement.

#### PARTY 24.1

As to **NAVARRA DE SERVICIOS Y TECNOLOGIAS SA (NASERTIC)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background",
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	rights to background and results for implementing the Action")	sub-section "Access rights for exploiting the results")
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 24.2

As to **FUNDACION INSTITUTO DE INVESTIGACION MARQUES DE VALDECILLA (IDIVAL)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background",
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	rights to background and results for implementing the Action”)	sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

### PARTY 24.3

As to **ASOCIACIÓN INSTITUTO DE INVESTIGACIÓN EN SISTEMAS DE SALUD-BIOSISTEMAK (BIOSISTEMAK)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”,
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	rights to background and results for implementing the Action")	sub-section "Access rights for exploiting the results")
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This represents the status at the time of signature of this Consortium Agreement.

#### PARTY 24.4

As to **FUNDACIO INSTITUT UNIVERSITARI PERA LA RECERCA A L'ATENCIO PRIMARIA DE SALUT JORDI GOL I GURINA (IDIAPJGol)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section "Access rights to results and background",
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	rights to background and results for implementing the Action”)	sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 25

As to **NACIONALAIS VESELIBAS DIENESTS (NHS)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

**PARTY 30**

As to **HELSEDIREKTORATET (Hdir)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

**PARTY 26**

As to **SUNHEDSDATASTYRELSEN (SDS)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## PARTY 27

As to **REGION MIDTJYLLAND (RM)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

**PARTY 28**

As to **SEMMELWEIS EGYETEM (EMK)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

**PARTY 29**

As to **AGENZIA NAZIONALE PER I SERVIZI SANITARI REGIONALI (ASD)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
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This represents the status at the time of signature of this Consortium Agreement.

## Attachment 2: Accession document

ACCESSION

of a new Party to

**Xt-EHR Consortium Agreement, version [..., YYYY-MM-DD]**

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].

**ETHNIKI ARCHI ILEKTRONIKIS IGEIAS (NeHA)**

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

### **Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.**



[Option: Attachment 4: Identified entities under the same control according to Section 9.5]

(only to be completed if relevant)

[Option: Attachment 5: NDA for External Expert Advisory Board agreed under Section 6]

[Optional, where foreseen in the Grant Agreement or otherwise decided by the consortium: External Expert Advisory Board (EEAB)]

An External Expert Advisory Board (EEAB) will be appointed and steered by the SC.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each EEAB member.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier. The Coordinator shall write the minutes of the EEAB meetings and submit them to the SC. The EEAB members shall be allowed to participate in SC meetings upon invitation but have not any voting rights.]