

LETTER OF INTENT

Reference 2024-09

Relating to the implementation of the LifeSaver innovation program for a Next-Generation Emergency Medical System in Estonia

between

AIRBUS URBAN MOBILITY, a German limited liability company registered with the commercial register of Munich Local Court under HRB 247159, whose registered address is Prannerstraße 6, 80333 München, Germany, referred to as “**Airbus**”

and

INTERNATIONAL SOS EUROPE GOVERNMENT SERVICES, an SPRL organised and existing under the laws of Belgium, with its address at Esplanade 1 Box 7, 1020 Bruxelles, Belgium, referred to as “**International SOS**”

and

the **MINISTRY OF ECONOMIC AFFAIRS AND COMMUNICATIONS** of the Republic of Estonia, with its address at Suur-Ameerika 1, 10122 Tallinn, Estonia, referred to as “**MoEA**”.

and

the **MINISTRY OF SOCIAL AFFAIRS** of the Republic of Estonia, with its address at Suur-Ameerika 1, 10122 Tallinn, Estonia, referred to as “**MoSA**”.

and

the **MINISTRY OF CLIMATE** of the Republic of Estonia, with its address at Suur-Ameerika 1, 10122 Tallinn, Estonia, referred to as “**MoC**”.

Airbus, International SOS, MoEA, MoSA and MoC are hereinafter also individually referred to as the “Party” or jointly as the “Parties”.

Preamble

- (1) Whereas emergency medical services (EMS) of countries all over the world are facing multiple challenges such as the ageing population, urbanisation, lack of qualified medical experts, shortage of health resources, consequences of climate change and short-term crisis situations such as pandemics, armed conflict and natural disasters.
- (2) Whereas the Government of Estonia has the strategic objective to use highly innovative technologies and solutions so that EMS in Estonia could meet the aforementioned challenges, improve living conditions for people and match the standard of EMS in other Nordic countries.
- (3) Whereas Estonia is the world's most advanced digital society and recognised leader in digital skills, infrastructure and legislation. Estonia has a two-decade track record of successful investments and innovations, world-class human capital, unique digital capabilities in the public health domain and a competitive business environment which allow solutions and services to be developed, implemented and delivered globally.
- (4) Whereas Airbus is an international pioneer in the aerospace industry and aims to use its system integration capabilities for a better-connected, safer and more prosperous world. The company has more than 40 years of experience in working with operators of Helicopter Emergency Medical Services and governments from all over the world. Its Urban Air Mobility unit develops transport solutions with vertical takeoff and landing aircraft, unmanned traffic management system and city integration (e.g. infrastructure) that can extend time-critical urban and regional mobility capabilities, e.g. for rescue and medical transport.
- (5) Whereas International SOS has been providing medical services and global health improvement initiatives throughout the world for over 30 years. Its medical advisors have broad experience supporting governments in developing the capability and capacity of their Health Management Systems. Its Global Health Team is diverse in its expertise, and adept at leveraging the logistical capabilities and institutional knowledge of International SOS throughout the world.
- (6) Whereas Airbus and International SOS have developed the LifeSaver Solution to support governments with the provision of advanced EMS and the scaling of the full eco-system of emergency services (ground + air) across the entire rescue chain. LifeSaver takes a holistic view of emergency and healthcare infrastructure to build a resilient system for governments so they can deliver optimised patient health outcomes, greater economic and social impact for citizens, and save lives.
- (7) Whereas Airbus and International SOS have developed the "LifeSaver in Estonia" innovation program (hereafter "Program" or "LSE Program") under Agreement no. 2022-07 with Estonian Business and Innovation Agency and presented the final recommendation for the implementation of the LSE Program to all Parties in January 2024 in the form of the "Final Project Report for Enterprise Estonia 24 January 2024".

NOW THEREFORE, the Parties hereto agree as follows:

§ 1 Objective and Scope of this LOI

- (1) The Parties intend to implement selected Innovation Modules of the LifeSaver in Estonia Program as outlined in the “Final Project Report for Enterprise Estonia 24 January 2024” that was delivered by Airbus and International SOS to all Parties in January 2024.
- (2) This LOI confirms the intent of all Parties to collaborate closely on making a final selection, defining the scope of each selected Innovation Module, preparing applications to potential funding sources, and working towards a launch of the LSE Program in 2025.
- (3) The Parties are not under any obligation of any nature to work together or enter into any subsequent contractual relationships in relation to the LSE Program or any other activity unless the Parties expressly agree to do so in separate Agreement(s) between the Parties, which shall, once agreed, supersede this LOI.
- (4) As a target, the Parties intend to complete funding applications in Q3/2024 as outlined in the timeline in Appendix 1.

§ 2 Undertakings of the Parties

In the present LOI the Parties set down their intention, their preliminary tasks as well as their preliminary agreements as follows:

- (1) Recognizing the innovative approach of the LSE Program, the Parties agree to collaborate closely and use their best efforts to:
 - a) Set up the proposed Governance of the LSE Program
 - b) Define the detailed scope of the selected Innovation Modules to be undertaken from 2025 onwards;
 - c) Identify funding opportunities for the implementation of the selected Innovation Modules over the defined period starting in 2025;
 - d) Develop and implement a communications strategy;
 - e) Prepare a contractual scheme for Agreement(s) subject to relevant applicable law, including public procurement law, following successful funding applications;
 - f) Support cooperating at Program level with other countries that pursue similar objectives;

- (2) The Estonian Ministries undertake to:
- a) join the LSE Program Board and appoint staff to represent each Ministry;
 - b) As members of the LSE Program Board, provide key policy priorities and potential program targets as first steering inputs;
 - c) As members of the LSE Program Board, provide the mandate for the LSE team to work with designated public agencies as so-called “Innovation Module Co-Leads”;
 - d) Provide active support to secure funding for 2025 onwards for the identified funding opportunities, e.g. through direct funding applications or letters of support or other means;
 - e) Support international cooperation opportunities at inter-governmental level.
- (3) Airbus and International SOS undertake to:
- a) Engage with local stakeholders through meetings and workshops (remote or in person) to support the scoping and definition of selected Innovation Modules;
 - b) Provide technical expertise (aviation/medical/other) for the scoping and definition of the selected Innovation Modules;
 - c) Support the financial modelling of the selected Innovation Modules in preparation of funding applications;
 - d) Support the formation of the LSE Program Board (e.g. through briefings);
 - e) Work closely with the Estonian Ministries to apply for funding of the selected Innovation Modules;
 - f) Subject to successful funding applications initiate the implementation of the selected Innovation Modules;
 - g) Subject to successful funding applications and upon agreement with the LSE Program Board, engage and aim to secure partnerships with reputable international organisations (from the public and private sector).
- (4) The undertakings of the Parties shall be aligned with the timeline of Appendix 1.
- (5) For the term of this LOI, each Party shall provide prompt notice to the other Parties of any fact or circumstance, which may adversely affect the ability of the Party to perform its undertakings under this LOI.
- (6) For the term of this LOI as defined in § 5, the Estonian Ministries commit to use their best efforts to keep Airbus and International SOS informed on policies and plans of the Government of Estonia and the public administration regarding the definition and development of the LSE Program or of similar programs.

§ 3 Confidentiality

- (1) During the performance of this LOI, the proprietary information shall be protected according to this paragraph. However, the Parties acknowledge that the terms and conditions agreed upon in this paragraph are binding on the MoEA, MoSA and MoC only to the extent that they are in line with the relevant applicable national laws of the Republic of Estonia on public information. In case the named Parties are unable to protect received Proprietary Information in line with this paragraph, they will notify the disclosing Party without undue delay.
- (2) The term “Proprietary Information” shall mean any information or data in whatever form (either in writing or orally, subject to the conditions set forth hereinafter, and including but not limited to any written or printed documents, samples, models or any means of disclosing such Proprietary Information that the disclosing Party may elect to use during the life of this LOI), disclosed by either Party to the other and which is designated as proprietary to the disclosing Party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as proprietary at the time of disclosure and has been promptly (within thirty (30) calendar days at the latest) confirmed and designated in writing as Proprietary Information of the disclosing Party.
- (3) The receiving Party hereby covenants that, from the effective date of this LOI, the Proprietary Information received from the disclosing Party shall:
 - a) be protected and kept in strict confidence by the receiving Party, which must use the same degree of precaution and safeguards as it uses to protect its own Proprietary Information of like importance, but in no case any less than reasonable care; and
 - b) be only disclosed to and used by those persons within the receiving Party's organisation who have a need to know and solely for the purpose specified in this LOI; and
 - c) not be used, in whole or in part, for any purpose other than the purpose of this LOI without the prior written consent of the disclosing Party; and
 - d) neither be disclosed nor caused to be disclosed, whether directly or indirectly to any third party or persons other than those mentioned in subparagraph b) above; and
 - e) neither be copied nor otherwise reproduced nor duplicated, in whole or in part, where such copying, reproduction or duplication has not been specifically authorised in writing by the disclosing Party.

- (4) Transmission by one Party to the other Party of Proprietary Information under this LOI shall not be construed (i) as expressly or impliedly granting the receiving Party any intellectual property right (under any licence or any other means) in respect of any items such as, without limitation, drawings and models, inventions, patents, trade marks, software, trade secrets, know-how, concepts or ideas in relation to such Proprietary Information, or (ii) as a disclosure within the meaning of patent law.

The Parties undertake to comply with the notice of reservation of intellectual property and confidentiality indicated on the Proprietary Information, if any.

Any Proprietary Information and copies thereof disclosed by either Party to the other shall, subject to any third party rights, remain the property of the disclosing Party and shall be immediately returned by the receiving Party upon request.

- (5) Nothing in this LOI shall replace or prejudice any government security classification referenced on any part of the Proprietary Information. Any and all Proprietary Information disclosed by the Parties under this LOI subject of a government security classification, shall be identified as such by the disclosing Party at the time of disclosure.

Each Party warrants that it has the right to disclose to the other all Proprietary Information disclosed pursuant to this LOI.

These confidentiality undertakings shall continue to apply for a period of 5 (five) years after the date of expiration of this LOI (see § 5, paragraph (2)).

§ 4 Representation to the Public

- (1) No Party shall identify and represent this LOI to the public in written publications, advertisements and mailings or by oral presentations without the prior written consent of all other Parties, such consent not to be unreasonably withheld. All such communications, publicity and press releases are subject to approval by all Parties.
- (2) No Party shall use the name, trademark (including the LifeSaver trademark of Airbus), crest, logo or registered image of any other Party for any purpose without the express written permission of that Party.
- (3) The Parties foresee the need to involve third parties for the performance of their undertakings, such as the national EMS agency and other public or private organisations. Any engagement of third parties shall require the Parties' unanimous agreement. The Parties aim at signing an NDA with such third parties.

§ 5 Duration of the LOI

- (1) This LOI shall enter into force upon signing by the Parties.
- (2) The LOI shall end after 18 months from its signature unless the Parties have mutually agreed otherwise in writing.

§ 6 Relationship

The relationship of the Parties shall be that of independent Parties. The Parties to this LOI shall not be considered as agents or legal representatives of each other nor commit each other legally or contractually towards third parties. Nothing in this LOI shall be construed as creating any obligation on the part of either Party to enter into any business relationship with the other Party.

§ 7 Compliance

As part of this LOI, each Party acknowledges and agrees to comply strictly with all applicable anti-bribery and export control laws. Each Party agrees not to promise, offer or give anything of value, directly or indirectly, to any person or entity for the purpose of obtaining or retaining an improper business advantage.

§ 8 Binding and Non-Binding Provisions

This LOI is intended to outline the preliminary understanding between the Parties and is not legally binding, except for the provisions relating to confidentiality, data protection, and regulatory compliance. Parties acknowledge that this LOI is a precursor to a more detailed and binding Agreement(s) to be negotiated and executed in the future.

§ 9 Final provisions

- (1) Any previous oral or written agreements between the Parties regarding the subject matter of this LOI shall become null and void upon entry into force of this LOI.
- (2) Any agreements entered into by and between the Parties for the purpose of executing the present LOI have been put down in writing in this LOI.
- (3) Any changes and/or amendments to this LOI shall be made in writing. Furthermore, any changes or amendments to or waiver of the present clause shall also be made in writing.
- (4) If any provision of this LOI is invalid, this shall not affect the validity of the remaining provisions.

- (5) Any dispute arising out of or in connection with the present LOI that the Parties fail to resolve amicably within a time period of 1 (one) month as of its notification, shall be finally settled under the “Rules of Arbitration” of the “International Chamber of Commerce” (ICC) by three arbitrators appointed in accordance with the said rules. The arbitration shall be conducted in the English language. The place of arbitration shall be Munich, Germany.

Notwithstanding the above, each Party is entitled to seek injunctive relief as may be deemed proper by a court of competent jurisdiction.

- (6) This LOI shall be subject to the laws of the Federal Republic of Germany, excluding its conflict of law provisions.

- (7) The LOI shall be signed in five copies. Each Party shall receive one copy.

SIGNATURES:

For Airbus Urban Mobility

For Airbus Urban Mobility

Place, date: _____

Place, date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Position: _____

Position: _____

For International SOS

Place, date: _____

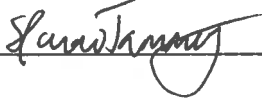
Signature: _____

Name: _____

Position: _____

For the Ministry of Economic Affairs and Communications

Place, date: 09.09.2024

Signature: 

Name: Sandra Sinav-Jannus

Position: Deputy Secretary General

For the Ministry of Social Affairs

Place, date: _____

Signature: _____

Name: _____

Position: _____

For the Ministry of Climate

Place, date: _____

Signature: _____

Name: _____

Position: _____

Appendix 1: Timeline

The following timeline corresponds to the Undertakings of the Parties listed above:

