

SU8-CONTRACTION AGREEMENT

between

The Norwegian University of Technology and Science (enterprise number 974767880) — hereafter referred to as the “Project Owner” and

Fundaci6 TIC Salut Social (enterprise number G64350374) — hereafter referred to as the “Sub-Contractor”.

The Project Owner and Sub-Contractor together are referred to as ‘the parties’.

1 Introduction

The Research Council has awarded a grant for the implementation of the following R&D project, 288856, Reinforcing the Health Data Infrastructure in Mobility and Assurance through Data Democratization, hereafter referred to as "the Project". A contract to this effect, hereafter referred to as "the R&D Project Agreement", has been signed between the Project Owner and the Research Council. It is a prerequisite for this funding award that the stipulated Partner contributes to the implementation of the project and fulfilment of the R&D Project Agreement with the Research Council. This Collaboration Agreement regulates the reciprocal rights and obligations of the various parties taking part in the Project.

The R&D Project Agreement between the Research Council and the Project Owner shall apply accordingly to the relationship between the Project Owner and the partner, unless otherwise stated in the Collaboration Agreement. The R&D Project Agreement is attached here as Appendix 1.

The collaboration agreement shall establish the right of the Research Council to exercise the rights of the Project Owner set out in the collaboration agreement in so far as this is necessary for the exercise of the Research Council's rights as specified in the contract (including provisions relating to duty of secrecy, verification and auditing, etc.).

In the event of any contradiction between the R&D Project Agreement and this Collaboration Agreement, the R&D Project Agreement shall have precedence.

2 Obligations to be undertaken by the Project Owner and Partner

The Project Owner and Sub-Contractor are to contribute to the Project as follows:

- (1) Specific advice provision in the fields of health informatics and health data systems to the needs of performing the project tasks (c.f. the work description Section 3 of the project application description (Appendix 2));

The Project Owner shall represent the Sub-Contractor vis-à-vis the Research Council.

The Sub-Contractor is under obligation to contribute to the implementation of the Project and the fulfilment of the RED Project Agreement with the Research Council pursuant to the tasks and obligations stated in this Collaboration Agreement. The Sub-Contractor has the responsibility to perform the project task(s) in sufficient quality within defined time frames in order to get its project cost disbursed by the project Owner.

Alt 1: R&D-related resources and **se'rvity**

Project activities shall be carried out in **accordance** with the provisions set out in the R&D Project Agreement.

The Sub-Contractor has full responsibility for personnel and finances for internal staff associated with the Project. Said Sub-Contractor is also responsible for filing the required reports for all personal allocations and bears master-servant liability for internal employees involved in the Project

The Sub-Contractor is responsible for providing guidance and following up the work of internal employees involved in the Project and will cooperate closely with the Project Owner and any other Parties on details regarding the design, execution and follow-up of the collaborative effort.

The incorporation of fellowships must be agreed in each individual case.

The Sub-Contractor is under obligation to ensure that the individuals carrying out project activities on its behalf respect the rights and obligations set out in this agreement and shall among other things draw up the agreements needed to safeguard the entitlement of said Sub-Contractor to assume all rights to project results as well as rights to the utilisation of these results.

When relevant:

The Sub-Contractor is under obligation to place the following RED-related personnel at the disposal **of the Project:**

Name	Title and position	% of position to be used	Stipulated time frame and tasks
Ariadna Rius	Responsible for Interoperability and Standards Office	1,9% (0,9 person-month)	(Period 2019-2022) WP1, Task 2 Risk and incentive modelling in a democratic data ecosystem . (Period 2019-2022) WP2, Task 6 Privacy and trust enhancing technologies (MI-M36).
<i>tests</i> Berdún	Responsible for Telemedicine Strategy	1,9% (0,9 person-month)	Provision of advice and consultancy related to Health Informatics and Health Data management . Participation in Consortium Meetings .

3 Payment

A portion of the funding from the Project Owner will be allocated to the Sub-Contractor as follows:

TicSalut

Cost per year (NOK 1000)

2019	2020	2021	2022	2023	Sum
27	27	28	28	0	110

The Sub-Contractor can invoice the project Owner at four-month intervals up to 110 000 NOK (including VAT) for the whole project period, provided the project Sub-Contractor's work is implemented with sufficient quality and in compliance with the progress and funding plans set out in the contract.

4 Reporting, and cost accounting (of particular relevance when R&D collaboration is

The Partner is under obligation to submit progress, financial and other reports at the request of the Project Owner, and to provide all information that the Project Owner needs to be able to manage the Project and fulfil its obligations to the Research Council in accordance with the R&D Project Agreement.

The Partner shall keep and report cost accounts as a basis for the preparation of the project accounts, cf. Sections 3 and 5 of the General Terms and Conditions for R&D Projects. Project funding and project costs must appear in the Sub-Contractor's financial accounts.

5 Use of sub-contractors (of particular relevance when R&D collaboration is involved)

The project Sub-Contractor may, with the consent of the Project Owner, turn the performance of certain tasks over to a sub-contractor, cf. Section 2.2 of the General Terms and Conditions for R&D Projects. Use of a sub-contractor does not release the project Sub-Contractor from all obligations which said Sub-Contractor has assumed under the provisions of this Sub-Contract Agreement.

6 Ownership of purchased equipment

Unless otherwise agreed in writing, the Project Owner owns equipment purchased and debited to the project accounts. The Project Owner is under obligation to place such equipment at the disposal of the Sub-Contractor if this is necessary to the Sub-Contractor's participation in the performance of the Project.

7 Rights to project results

Unless otherwise agreed in writing, the project Owner will have the full ownership rights to the project results produced by that Sub-Contractor, its employees, sub-contractor, or suppliers.

The rights management is further described in Appendix 3, Rights Management of the Health Democratization Project. This is formulated to ensure that the undertakings taking part in the project do not receive indirect state aid, as is set out in the EFTA Surveillance Authority's guidelines for state aid for research and development and innovation Sections 25 and 28.¹ The parties shall keep each other mutually informed regarding the project results achieved.

The background that is considered relevant upon entry into force of the Collaboration Agreement is specified in Appendix 3. If one of the parties wishes to make background available to the Project Owner and above that described in this appendix, this must be approved by the other party. Any results from the Project that do not comprise background pursuant to the appendix and are not approved by the other party as background, will automatically be assigned the status of project results.

Each of the parties is under obligation to protect the project results (foreground) that may have commercial value.

8 Publication of project results

Project results are to be made public as quickly as possible, cf. Section 9 of the General Terms and Conditions for R&D Projects issued by the Research Council. Among other things, the dissemination measures and communication plans specified in the contract between the Research Council and the Project Owner shall be implemented.

The parties are entitled to publish their own results from such projects provided that publication does not in any way impair the ability of the Project Owner and other Partners to utilise their own results. Necessary protection measures to safeguard the capacity for commercial utilisation prior to publication must be put into place if at least one of the parties so requests.

Plans for publication shall be submitted to the whole consortium by the party that has produced the result. The party has a deadline of minimum 10 work days earlier before the expected paper notification (acceptance or rejection) date in order to implement the necessary protection measures.

9 Confidentiality

The parties are under obligation to refrain from disclosure of any confidential information which they have received from other parties. This provision does not preclude the sharing of confidential information with the Research Council in connection with reporting requirements under the contract, or with the authorities and/or the courts, pursuant to current legislation.

The Sub-Contractor is required to notify the Project Owner immediately regarding all circumstances of significance to the collaboration, the project progress, or the project and consortium reputation, including in the event a person or an undertaking outside the European Economic Area assumes a controlling interest in the Sub-Contractor.

¹<https://www.efiasurv.int/media/state-aid-guidelines/Guidelines-State-aid-for-research-development-and-innovation.pdf>

11 Liability for injury or losses

Each of the parties is itself liable for losses or damages ensuing from its own actions or oversights.

Each of the parties is required to inform the other of any claim that has been filed against that party for indemnification or the like related to the Project or mb-project.

12 Duration

The Collaboration Agreement will enter into force from the date on which it has been signed by both parties, and will remain in force until the RED Project Agreement with the Research Council is terminated, cf. Section 17 of the General Terms and Conditions for R&D Projects issued by the Research Council ("contract period").

13 Choice of law, etc.

This agreement is subject to Norwegian law. Attempts shall be made to resolve any disputes by negotiation or voluntary mediation. In the event such attempts do not succeed within one month after negotiations have been requested, the dispute may be brought before the ordinary courts.

In the event that both parties are public institutions, any disputes shall be submitted to the Ministry of Education and Research, which will determine how the dispute will be resolved.

Place/date

Gjevik, 21 June 2019

Ma 21 June 2019

Nils Kalstad Svendsen
Head of Department of Information
Security and Communication Technology

W&TNU

NORWEGIAN UNIVERSITY OF SCIENCE AND TECHNOLOGY

Sàl·lent Ribes
Fundació TIC Salut Social
Sub-Contractor



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Appendix list:

- 1.1 NTNU RED Project Agreement with the Research Council for the project Health Democratization
- 1.2 General Terms and Conditions for RED Projects from the Research Council

2. Project final approved application with the work description.
3. Rights Management of the HealthDemocratization Project
4. Data Management Plan of the FtealthDemocratization Project

NTNU invoice address:

NTNU, Felles fakturamottak, P.O.B 50, Aker, N-0508 Oslo, Norway

Reference on the invoice: k-sted 633006, project 90404901

Suppliers outside Norway can send invoice as PDF attachment by email to pdf.nlnu@bscs.basware.com