HEALTHCHAIN

Co-funded by
the European Union

# HealthChain Call for SMEs

## Annex 5: Sub-Grant Agreement (Template)

Co-funded by the European Union

HEALTHCHAIN

# General details

| | |
|---|---|
| **GA number** | GA 101094676 |
| **Project Acronym** | HealthChain<br>http://healthchain-i3.eu/ |
| **Project Title** | Boosting value chains in Health at regional and EU level |
| **Project Coordinator** | Myriam Martín<br>TICBIOMED (TBM)<br>myriam.martin@ticbiomed.net<br><br>Elena López<br>TICBIOMED (TBM)<br>elena.lopez@ticbiomed.net |
| **Project Duration** | January 2023. – December 2025. (36 months) |

**Disclaimer**

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## CONTRACTING PARTIES

This Agreement ('the Agreement') is between the following parties:

TICBIOMED TECNOLOGIAS DE LA INFORMACION PARA LA SALUD EN LA REGION DE MURCIA ASOCIACION (TBM), hereinafter referred to as TICBIOMED, with legal address at CAMPUS UNIVERSITARIO ESPINARDO 7 EDIFICIO CEEIM, MURCIA 30100, Spain, VAT number ESG73669426, represented for the purposes of signing the Agreement by Myriam Martín, Head Project Management of TICBIOMED, acting as Coordinator of the HealthChain Consortium.

Hereinafter referred as the "Coordinator",

[ORGANISATION_NAME], a private organization organised under the laws of [COUNTRY], established in [LEGAL_ADDRESS], VAT number [VAT_NUMBER], represented for the purposes of signing the Agreement by [NAME_OF_LEGAL_REPRESENTATIVE], [LEGAL_REPRESENTATIVE_POSITION],

Hereinafter referred as the "Follower SME",

Hereinafter, all parties above are collectively referred to as the "Contracting Parties".

The Contracting Parties HAVE AGREED to the following terms and conditions including those in the following Annexes, which form an integral part of this Agreement (hereinafter referred as the "Contract").

## GENERAL PROVISIONS

The European Innovation Council and SMEs Executive Agency (EISMEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'), (hereinafter referred as the "EC") and the Coordinator, as a member of the HealthChain consortium, have signed the Grant Agreement no. 101094676 for the implementation of the HEALTHCHAIN project - Boosting value chains in Health at regional and EU level - within the framework of the I3 Instrument.

The HealthChain project is implemented by the Coordinator, as coordinator of the HealthChain project, in collaboration with the other HealthChain partners. The HealthChain consortium partners have among themselves entered into a written agreement detailing their respective rights and obligations towards each other for carrying out the HealthChain project and exploiting the results thereof ("the Consortium Agreement" or "CA").

The objective of HealthChain is to bring together the public and private sectors in the regional ecosystems to develop demand-driven digital health solutions through co-creation between Healthcare Organisations (HOs) and IT companies.

The follower SME has been selected for funding under the HealthChain programme based on the positive evaluation of evaluators.

This Contract aims at defining the framework of rights and obligations of the Contracting Parties with respect to the follower SME's participation in the HealthChain programme.

# 1. ARTICLE 1 - ENTRY INTO FORCE & TERMINATION OF THE CONTRACT

## 1.1. ENTRY INTO FORCE

This Contract shall enter into force on the day of its signature by the last Contracting Party. The Coordinator shall sign this contract, only after all of the following documents have been received from the follower SME:

- Signed Declaration of Honour (as provided in Annex 3)
- Bank Account information form (as provided in Annex 4)
- SME declaration (as provided in Annex 6)

All documents, properly signed and stamped (if applicable), shall be sent to the Coordinator, to the following e-mail: myriam.martin@ticbiomed.net.

The follower SME is requested to send all required documents via e-mail and with adequate identification (e-mail subject): HealthChain – documentation.

After receipt and validation of the documentation, the follower SME will receive an agreement (contract).

The follower SME is solely responsible for the accuracy of all data provided.

The contact details of the follower SME for notices and communication under this contract are:

| | |
|---|---|
| Name of contact person | Click or tap here to enter text. |
| Address | Click or tap here to enter text. |
| E-mail | Click or tap here to enter text. |
| Telephone/mobile phone | Click or tap here to enter text. |

## 1.2. CONTRACT TERMINATION

This Contract covers the entire co-creation pilot of the HealthChain programme. Both in the mid-term and at the end of the co-creation pilot, an evaluation of the SMEs's progress (lead and follower) will take place as fully described in Annex 1 "Guidelines for Applicants".

In case the evaluators of the SMEs' progress do not receive or accept any due deliverable this Contract is automatically terminated, and the follower SME fully accept that no additional payments related to the action of the missing or not accepted deliverable will be made by the Coordinator.

The Coordinator shall be entitled to terminate this Contract by written notice with immediate effect if the follower SME does not fulfil their obligations (see Article 3 - Breach of Contractual obligations).

Irrespective of the automatic termination of this Contract under present Article 1.2 or any early termination under Article 4, all obligations that according to their content are intended to be in effect for longer shall remain in effect.

# 2. ARTICLE 2 - OBLIGATIONS AND RESPONSIBILITIES OF THE FOLLOWER SME

The obligations and responsibilities of the follower SME are defined in detail in the "HealthChain Call for SMEs - Guidelines for Applicants".

Additionally, the follower SME shall take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, personal or any other interests liable to influence the impartial and objective performance of the pilot. In case the follower SME IS involved in a conflict of interest or in a risk of conflict of interest, the follower SME must formally notify this situation to the Coordinator without delay and immediately take all the necessary steps to rectify this situation.

Furthermore, the follower SME shall provide true and accurate documentation and declarations as defined in Article 1.1.

# 3. ARTICLE 3 - BREACH OF CONTRACTUAL OBLIGATIONS

In the event of a breach of the contractual obligation's representations or warranties by the follower SME under this Contract, the Coordinator, in coordination with the HealthChain Consortium, reserves the right to terminate the Contract by written notice with immediate effect, even if such non-fulfilment is due to Force Majeure.

In the event of the breach of the contractual obligations by the follower SME, the Coordinator reserves the right of not fulfilling the respective payment to the follower SME.

The Coordinator also reserves the right to claim a refund of any already paid funds, both in case of breach of contract and/or in case the work/costs are not approved by the EC.

The Coordinator will give written notice requiring that such breach to be remedied within 30 days.

In case the follower SME has not brought remedies from the notice, the Coordinator may decide to terminate the contract unilaterally.

# 4. ARTICLE 4 - FINANCIAL CONTRIBUTION AND FINANCIAL PROVISION

## 4.1. MAXIMUM FINANCIAL CONTRIBUTION

The maximum financial contribution to be granted to the follower SME shall not exceed the amount of fifty thousand euros (50.000,00 EUR).

## 4.2. DISTRIBUTION OF THE FINANCIAL CONTRIBUTION

The financial contribution to be granted to the Follower SME will be calculated and distributed in accordance with the provisions set in the HealthChain Call for SMEs - Guidelines for Applicants.

The financial grant to be paid will always be subject to:

- Provision of a report and a favourable review by the HealthChain internal evaluation team responsible for assessing the SME's progress (lead and follower) at both the mid-term and end of the co-creation pilot.
  *Note: A non-favourable review of the work carried out at both the mid-term and end of the co-creation pilot may lead to the early termination of the contract and suspension of payments.*
- The prior notice to the Follower SME of the date and amount to be transferred to their bank account (Annex 4 - Bank account information form), providing the relevant references.
- Payments to the Follower SME will be made by the Coordinator. In particular:
  - The Coordinator, reserves the right to withhold the payments in case the Follower SME does not fulfil their obligations and tasks as per Annex 1 - Guidelines for Applicants.
  - Banking and transaction costs related to the handling of any financial resources made available to the Follower SME will be covered by the corresponding Follower SME.
  - Payments will be released no later than thirty (30) calendar days after the notification by the Coordinator to the Follower SME that the work and deliverable associated to a particular stage has been approved.

The Follower SME is responsible for complying with any tax and legal obligations that might be attached to this Contract.

## 4.3. PAYMENTS SCHEDULE

The payment schedule is directly linked to the relevant stages of the HealthChain Programme according to Annex 1 - Guidelines for Applicants. The payments in each action will be disbursed once all work related to a deliverable has received positive assessment, supported on the review report developed by the HealthChain team.

The financial contribution will be made to the Follower SME by the Coordinator. During the contractual procedure, the Follower SME will be asked to provide the respective bank account information to which the payments will be made (as provided in Annex 4).

The payment schedule (Table below) is linked to the successful completion of specified deliverables, which will be evaluated at the end of each stage as identified in Annex 1 – Guidelines for Applicants.

| Action | Deliverable | Payment trigger | Expected payment date | Amount |
|---|---|---|---|---|
| D1.1 | Submission of D1.1 Implementation Action Plan, using a template provided by the | Acceptance of the submitted deliverable by the | Not linked to payment | Not linked to payment |

| | | | | |
|---|---|---|---|---|
| | HealthChain Consortium. | HealthChain Consortium. | | |
| D1.2 | Submission of D1.2 Interim report on pilot co-creation deployment and go-to-market strategy, using a template provided by the HealthChain Consortium. | Acceptance of the submitted deliverable by the HealthChain Consortium. | April 2025 | 25.000 € |
| D1.3 | Submission of D1.3 Final report on pilot co-creation deployment, using a template provided by the HealthChain Consortium. | Acceptance of the submitted deliverable by the HealthChain Consortium. | October 2025 | 25.000 € |

***Table 1. HealthChain funding support***

The Follower SME should submit to HealthChain the deliverable corresponding to each stage until the corresponding due date. The HealthChain consortium partners will review the submitted deliverables and issue a review report, to approve or reject each deliverable.

The payments will be made to the Follower SME subject to the receipt of a filled-out Request for Payment Form.

The Request for Payment form is to be sent to myriam.martin@ticbiomed.net. Payments will only be initiated once the work has been approved. Payments will be made no later than thirty (30) calendar days after receipt of the Request for Payment form to the bank account of the Follower SME as provided in Annex 4. All payments will be made in Euros.

NOTE: If at any of the payment stages the HealthChain team considers that the quality of work demonstrated and/or reported does not correspond to what has been agreed, the contracting parties may agree to a resubmission of a deliverable and respective reassessment. If significant improvements are not delivered after the reassessment and the Follower SME is therefore considered to be in breach of their contractual obligations, HealthChain reserves the right to terminate the contract as outlined in *Article 3 – Breach of contractual obligations.*

# 5. ARTICLE 5 – LIABILITY

## 5.1. LIABILITY OF FOLLOWER SME

The Follower SME shall fully and exclusively bear the risks in connection with the fulfilment of their tasks and obligations under this Contract. Except in case of force majeure (Article 7), the Follower SME must compensate the Coordinator, and the EC for any damage they sustain because of the implementation of the obligations of the Follower SME under this Contract or because the tasks and obligations of the Follower SME were not implemented in full compliance with this Contract.

Accordingly, neither the HealthChain Consortium nor the EC can be held liable for any damage caused to the Follower SME or to third parties because of implementing this Contract, including for gross negligence. At the same time, neither HealthChain consortium nor the EC can be held liable for any damage caused by the Follower SME or third parties, because of implementing this Contract.

The Follower SME shall bear sole responsibility for ensuring that they act within the framework of this Contract do not infringe third parties' rights. There is no joint liability between the Contracting Parties. For this purpose, the Follower SME shall indemnify and hold the Coordinator and the EC harmless from and against all repayments, loss, liability, costs, charges, claims or damages which the Coordinator or the EC as a result thereof would incur or suffer or must pay to the EC or any third parties. In addition, should the EC have a right of recovery against the HealthChain consortium regarding any or all the financial support granted under this Contract, the Follower SME shall repay the sums in question in the terms and on the date specified by the Coordinator.

## 5.2. EXCLUSION OF LIABILITY

To the extent acceptable under applicable law, in no event shall the Coordinator or other HealthChain consortium partners be liable to the Follower SME for loss or damage caused by the Coordinator or the HealthChain consortium partners, their employees, agents and subcontractors in connection with this Contract for any of the following, however caused or arising, on any theory of liability, and even if the Coordinator and/or any other HealthChain consortium partner were informed or aware of the possibility thereof:

- Loss of profits, revenue, income, interest, savings, shelf-space, production, and business.
- Opportunities; lost contracts, goodwill, and anticipated savings.
- Loss of or damage to reputation or to data.
- Costs of recall of products.
- Any type of indirect, incidental, punitive, special, or consequential loss or damage.

In respect of any information or materials from the HealthChain consortium made available to the Follower SME under this Contract, no warranty or representation of any kind is made, given, or implied as to the sufficiency, error-free performance, or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, in particular, but without limiting the foregoing:

- The Follower SME shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and the consequences of such use, and
- Neither the Coordinator, the EC nor the other HealthChain consortium partners shall be liable vis-à-vis the Follower SME in case of infringement of proprietary rights of a third party resulting from the Follower SME's use of the information and material.

The exclusions and limitations stated in this Article and any other clause of this Contract that has as its object or effect the exclusion or limitation of liability, shall not apply in respect of any: fraud; death, injury to natural persons or damage to real or immovable property caused by the negligence or wilful act, wilful misconduct, wilful breach; or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

# 6. ARTICLE 6 – CONFIDENTIALITY

## 6.1. PRINCIPLES

Regarding all information of whatever nature or form as is disclosed between the Contracting Parties in connection with the HealthChain programme and identified in writing as confidential, the terms of this Article shall apply.

## 6.2. OBLIGATIONS

All information, in whatever form or mode of communication, which is disclosed by a Contracting Party (the "Disclosing Party") to the other Contracting Party (the "Recipient") in connection with the implementation of the HealthChain Programme 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".

The Recipient hereby accepts, in addition and without prejudice to any commitment on nondisclosure towards the EC, for a period of 5 (five) years after the end of the Contract:

- Not to use Confidential Information other 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.
- To return to the Disclosing Party, or destroy, on demand, all Confidential Information that has been disclosed to the Recipient, including all copies 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 for as long as the copy is retained.

The Recipient shall be responsible for the fulfilment of the above obligations on the part of their employees, or third parties involved in the implementation of the HealthChain programme and shall ensure that they remain so obliged, as far as legally possible, during and after the end hereof and/or after the termination of the contractual relationship with the employee or third party. The Recipient shall apply the same degree of care regarding 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. Each Contracting Party shall promptly advise the other Contracting Party in writing of any unauthorized disclosure, misappropriation, or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation, or misuse.

## 6.3. EXCEPTIONS TO THE OBLIGATION OF CONFIDENTIALITY

The information above (Article 6.2) 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 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.
- Disclosure of the Confidential Information follows mandatory applicable laws or regulations or with a court or administrative order.

## 6.4. AUTHORISED DISCLOSURE(S)

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information to comply with applicable laws or regulations or with a court or administrative order, it will, to the extent it is lawfully able to do so under the laws and legislation applicable to said Party, 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.

The HealthChain Coordinator's disclosure of Confidential Information to the EC and/or the other HealthChain consortium partners shall be governed exclusively by the terms of the Grant Agreement and/or the Consortium Agreement.

Accordingly, nothing in this Contract shall prevent the HealthChain Coordinator from complying with its obligations, including its reporting obligations, towards the EC and the other HealthChain consortium partners, and any such disclosures shall be subject to the terms of the Grant Agreement or Consortium Agreement.

Likewise, the Follower SME agrees and acknowledges that the EC shall be entitled to disclose Confidential Information to its staff, other EU institutions and bodies or third parties, if:

- This is necessary to implement the Grant Agreement or safeguard the EU's financial interests.
- The recipients of the information are bound by an obligation of confidentiality.

# 7. ARTICLE 7 – FORCE MAJEURE

"Force Majeure" means any unforeseeable exceptional situation or event beyond the Contracting Parties control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part, and which proves to be inevitable despite the exercising of all due diligence.

Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as Force Majeure.

The Contracting Parties shall take the necessary measures to limit any damage due to Force Majeure. They shall do their best to resume the implementation of the action as soon as possible.

No Contracting Party shall be in breach of its obligations and tasks if such a breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Party of any Force Majeure as soon as possible. In case the Follower SME is not able to overcome the consequences of Force Majeure within thirty calendar (30) days after such notification, the HealthChain Coordinator will decide accordingly, including the termination of the Contract.

# 8. ARTICLE 8 – INFORMATION AND COMMUNICATION

## 8.1. INFORMATION AND COMMUNICATION TOWARDS THE EC

The Follower SME shall, throughout the duration of the HealthChain programme, take appropriate measures to engage with the public and the media about the Follower SME's progress and **to highlight the financial support of the EC and the HealthChain project.**

Unless the EC requests otherwise, any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), and any infrastructure, equipment, and major results must:

- Specify that the Follower SME has received funding from the EC through the HealthChain project.
- Display the European emblem along with the HealthChain logo. When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the Follower SME is exempt from the obligation to obtain prior permission from the EC to use the emblem.
- Specify that it reflects only the author's views and that the EC, and the HealthChain Consortium are not liable for any use that may be made of the information contained therein. The following text should be used:

*"The [Follower SME's name] has indirectly received funding from the European Union, via the HealthChain Project (Grant Agreement no. 101094676). Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or European Innovation Council and SMEs Executive Agency (EISMEA). Neither the European Union nor the granting authority can be held responsible for them."*

The Coordinator, the HealthChain consortium, and/or the EC shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

- The name of the Follower SME.
- Contact address of the Follower SME.
- The general purpose of the Follower SME's participation in the HealthChain programme (publishable summary, etc.)
- The amount of the financial contribution of the EC foreseen for the Follower SME. After the final payment, the amount and rate of the financial contribution of the EC accepted by the EC.

- The estimated amount and rate of the financial contribution of the EC foreseen for the Follower SME in the table of the estimated breakdown of budget.
- The geographic location of the activities carried out.
- The list of dissemination activities and/or of patent (applications) relating to foreground.
- The publishable reports submitted (technical reports are excluded, since they are confidential).
- Any picture or any audio-visual or web material provided to the EC in the framework of the HealthChain Programme.

The Follower SME shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the HealthChain Coordinator, the HealthChain consortium partners, or EC does not infringe any rights of third parties.

Upon a duly supported request by the Coordinator on behalf of the Follower SME, the EC may agree to forego such publicity if disclosure of the information indicated above would risk compromising the Follower SME's security, academic or commercial interests.

## 8.2. INFORMATION AND COMMUNICATION AMONG THE CONTRACTING PARTIES

Any notice to be given under this Contract shall be in writing to the addresses and recipients listed above. Any change of persons or contact details shall be notified immediately to the HealthChain Coordinator. The address list shall be made accessible to all parties concerned.

# 9. ARTICLE 9 – DATA PROTECTION

The Contracting Parties have the obligation to abide by the Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data.

Each Contracting Party shall be considered a separate and independent data controller, as defined in the GDPR, to every other Contracting Party. The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specific purposes and adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed. Where it might be designated by a relevant Supervisory Authority or through agreement between Contracting Parties that the HealthChain Coordinator and any other HealthChain consortium partners are appointed as data processors, parties shall enter into appropriate data processing agreements as required by the GDPR.

The Follower SME acknowledges that the HealthChain Coordinator and any other HealthChain consortium partners, if appointed as data processors, are not responsible for the Follower SME's compliance with any data protection or privacy law applicable to the Follower SME. Each of the Contracting Parties, in their respective roles as data controllers, will be responsible for their own compliance with any data protection or privacy law applicable to them as data controller.

# 10. ARTICLE 10 – CHECKS AND REVIEWS

The EC may, at any time during the implementation of the HealthChain project and up to five years after the end of the HealthChain project, arrange for a check and review to be carried

out, by external auditors, or by the EC services themselves, including the European AntiFraud office (OLAF). The procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC.

There will be no financial checks, reviews, or audits to check costs, since the Follower SME has no obligation to document the costs incurred for the action. Checks, reviews, and audits will focus on the technical implementation of the action.

The Follower SME shall make available directly to the EC all information and data that may be requested by the EC or any representative authorised by it, in view of verifying that the Grant Agreement is properly managed and performed in accordance with its provisions.

The Follower SME shall keep the originals or, in exceptional cases, duly authenticated copies (including electronic copies) of all documents related to the Grant Agreement for up to five years from the end of the HealthChain project. These shall be made available to the EC when requested during any check under the Grant Agreement.

To carry out these checks, the Follower SME shall ensure that the EC´s services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the Follower SME's offices, to its computer data, and to all the information needed to carry out those checks. They shall ensure that the information is readily available on the spot during an audit and, if so requested, that data be handed over in an appropriate form.

Based on the findings made during the check, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the Follower SME concerned, which may make observations thereon within one month of receiving it. The EC may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the Follower SME concerned within two months of expiry of the aforesaid deadline.

Based on the conclusions of the check, the EC shall take all appropriate measures which it considers necessary, including the issuing of recovery orders regarding all or part of the payments made by it and the application of any applicable sanction.

The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules.

In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the EC to protect the European Communities' financial interests against fraud and other irregularities.

# 11. ARTICLE 11 - INTELLECTUAL PROPERTY RIGHTS (IPR)

## 11.1. Healthcare organisations, leading SMEs and follower SMEs

The ownership of results is regulated by contract: 1) the sub-grant agreement and 2) the co-creation agreement and pilot action plan. The general rules are that each party retains ownership of the Intellectual Property Rights attached to their background (what they bring to the project), and, regarding the foreground (what is generated during the project), the results are owned by the party that generates them. For joint results, the terms of Intellectual Property Rights must be mutually agreed. In addition to the sub-grant agreement, a Co-

creation Agreement and Pilot Action Plan will be signed upon by the Leading SME, follower SME and the Healthcare Organization prior to the co-creation process, detailing the scope of work, expected results and ownership of those results.

As a rule, Healthcare Organizations are not interested in the Intellectual Property Rights to commercialise the solution, but to explore potential benefits arising from their involvement in the co-creation process. For instance, in the event of a successful pilot, if the Healthcare Organization decides to continue utilizing the solution beyond the HealthChain project, to benefit from a preferential pricing. This acknowledgment stems from the clinical insights contributed by the Healthcare Organization to enhance the solution. This will be discussed case by case. Check each challenge description for the specific conditions per region.

## 11.2. Originality of the proposals

It is required that proposals submitted are based on original situations of the applicants and that their foreseen developments (pilot co-creation) are free from third-party rights. HealthChain consortium is not obliged to verify the authenticity of the ownership of the foreseen products/ services. Any issues delivered from third-party claims that arise as a result of the sub-granted projects/pilots are the sole responsibility of the sub-grantees.

## 11.3. Evaluators

Each evaluator will sign a non-disclosure agreement (NDA) before receiving access to the database of proposals in order to protect the intellectual property of the applicants. However, HealthChain and the European Commission may ask participants who have received funding to present their work as part of public relations and networking events in order to showcase the benefits of the HealthChain project.

## 11.4. Liability

The HealthChain consortium and the European Commission cannot be held liable for any acts or omissions of the applicant in relation to the selected sub-granted project/pilot implemented by the subgrantees. The HealthChain consortium shall not be liable for any defaults of any products, processes or services created in the sub-granted project/pilot. Including, for instance, anomalies in the functioning or performance thereof. In case any damage is caused to a third party by the subgrantee, the subgrantee will assume full responsibility for the damage caused. In no way will the HealthChain Consortium be responsible for any damages caused by the subgrantee.

# 12. ARTICLE 12 – MISCELLANEOUS

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

The Follower SME shall not be entitled to act or to make legally binding declarations on behalf of the Coordinator or any other HealthChain consortium partner, and nothing in this Contract shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Contracting Parties or between the Follower SME and any HealthChain consortium partner.

No rights or obligations of the Follower SME arising from this Contract may be assigned or transferred, in whole or in part, and no obligations of the Follower SME may be sub-contracted, without the Coordinator's prior formal written approval; and such approval shall not exempt the Follower SME from any of its obligations hereunder.

Although (with exception to the Coordinator) the HealthChain consortium partners and their affiliated entities are not Contracting Parties to this Contract, they are intended by the Contracting Parties to be third party under this Contract and accordingly shall be entitled to enforce the terms of this Contract against the Follower SME and (without limitation) shall be entitled to the benefit of, and to enforce any exclusion of limitation of liability of the HealthChain consortium partners contained in this Contract and any indemnity in favour of the HealthChain consortium partners contained in this Contract.

Amendments and modifications to the text of this Agreement require a separate written agreement to be signed between all Parties. Although this Contract refers to the provisions of the CA and GA, the Follower SME is not a party to the CA or GA but only bound towards the Coordinator by the CA and GA provisions as referred or reproduced in this Contract.

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

# 13. ARTICLE 13 – APPLICABLE LAW

This Contract shall be construed in accordance with and governed by the laws of Spain.

# 14. ARTICLE 14 – SETTLEMENT OF DISPUTES

This Contract is ruled under Spanish law. Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Spanish Chamber of Commerce. The number of arbitrators shall be one.

# 15. ARTICLE 15 – NO DOUBLE FUNDING

By signing this Agreement, the Follower SME declares to be aware of the fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity be funded twice from the EU budget, as defined in the Article 111 of Council Regulation (EC, Euratom) No. 1605/2002 of 25 June 2002 on the Financial Regulation, and confirm that all the work performed under HealthChain (Grant Agreement no. 101094676) will be done exclusively in the scope of this programme, not being supported or funded by any other European Commission programme.

AS WITNESS:

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorised representatives in two (2) copies:

| | |
|---|---|
| **For TICBIOMED (the Coordinator)**<br>**Ms. Myriam Martín**<br>**Head of Project Management**<br>**Signature**<br><br><br>**Done at _____ on DD/MM/2024** | **For [FOLLOWER SME_NAME]**<br>**Mr./Ms. [NAME SURNAME]**<br>**[POSITION IN ORGANISATION]**<br>**Signature**<br><br><br>**Done at _____ on DD/MM/2024** |

# ANNEXES

## GUIDELINES FOR APPLICANTS

[This refers to the Guidelines for applicants published by the time the call is open]

## ANNEX 1: CHALLENGES

[Description of challenges and tasks to be performed by the Follower SME]

## ANNEX 2: PROPOSAL

[This refers to the proposal submitted by the applicant and approved for funding]

## ANNEX 3: DECLARATION OF HONOUR

[Document which declares that all conditions related to the Call for SMEs are accepted by the applicants' legal representatives]

## ANNEX 4: BANK ACCOUNT INFORMATION

[This refers to the document including the bank account information of the Follower SME where the funds will be transferred]

## ANNEX 6: SME DECLARATION

[Document which declares that the Follower SME meets the requirements to be considered an SME according to the EC definition]

## ANNEX 7: CO-CREATION AGREEMENT & PILOT ACTION PLAN

[A plan signed between the Challenger (healthcare organization), the leading SME and the follower SME, outlining the implementation scope, each partner responsibilities, engagement procedure with end-users, success KPIs for the pilot, IPR ownership and exploitation rights, among other key issues. It will be annexed to the Sub-Grant agreement]