

**Project name: Deployment of Generic Cross Border eHealth Services in Cyprus (AGREEMENT No INEA/CEF/ICT/A2015/1151451, Action No: 2015-CY-IA-0095) Consortium Agreement**

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**THIS CONSORTIUM AGREEMENT is based upon the Grant Agreement under the Connecting Europe Facility (CEF) – Telecommunications Sector, Agreement Number INEA/CEF/ICT/A2015/1151451 and comes into force on the last date that is executed by a Party, hereinafter referred to as the Effective Date**

## **CONSORTIUM AGREEMENT**

### **BETWEEN:**

**The Ministry of Health of the Republic of Cyprus (MoH) – 1 Prodromou street & 17 Chilonos Street, 1448 Lefkosia – represented by Dr. Christna Yiannaki, Permanent Secretary the**

**The National eHealth Authority of Cyprus (NeHA) - 1 Prodromou street & 17 Chilonos Street, 1448 Lefkosia – represented by Dr Christos Schizas, Chairman of NeHA**

**and the Cyprus (UCY)– Kallipoleos 75,1678 Nicosia, Cyprus – represented by the - Legal Representative of UCY, Dr. Marios Demetriades, the Coordinator**

hereinafter, jointly or individually, referred to as “Parties” or “Party”

relating to the Action entitled

### **Deployment of Generic Cross Border eHealth Services in Cyprus (2015-CY-IA-0095),**

hereinafter referred to as “Project”

#### **WHEREAS:**

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Innovation and Networks Executive Agency - Department C – Connecting Europe Facility (CEF).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the EC (hereinafter “Grant Agreement”).

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

#### **NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

##### **Section 1: Definitions**

###### **1.1 Definitions**

**Words beginning with a capital letter shall have the meaning defined either herein or in the Rules (Article 2) or in the Grant Agreement including its Annexes.**

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## **1.2 Additional Definitions**

**"Consortium Plan"**

Consortium Plan means the description of the action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the General Assembly.

**"Funding Authority"**

Funding Authority means the body awarding the grant for the Project.

**"Defaulting Party"**

**Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.**

**"Needed" means:**

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 such that completion of associated tasks under the Consortium Plan would not be reasonably possible within the anticipated duration of the Project, significantly delayed, or require significant additional financial or human resources not foreseen in the Consortium Plan.

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.

**"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.**

## **Section 2: Purpose**

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

## **Section 3: Entry into force, duration and termination**

### **3.1 Entry into force**

An entity joining the Consortium Agreement other than through signature by its authorised representative at Section 12 becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.



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

**An entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 1) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document. N/A**

### 3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.

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 Funding Authority or a Party, or
- is terminated,

or if 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 and Confidentiality, for the time period mentioned therein, as well as for 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 General Assembly and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.**

## Section 4: Responsibilities of Parties

### 4.1 General principles

**Without constituting any kind of warranty, each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of 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 Cyprus Law.**

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

Each Party shall promptly provide all information reasonably required by the General Assembly or by the Coordinator to carry out its tasks.

**Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.**



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#### 4.2 Breach

In the event that the General Assembly 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 General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days.

**If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly 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 into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) 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. It has to 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.**

### Section 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 Affiliated Entities) 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, provided such damage was not caused by a wilful act.

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 III (Estimated Budget of the Action) of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's mandatory statutory liability.

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### **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 and the Grant Agreement or from its use of Results or Background.

### **5.4 Force Majeure**

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 by Force Majeure.

**Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 4 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Body.**

## **Section 6: Governance structure**

The Coordinator, in this case the University of Cyprus is the legal entity acting as the intermediary between the Parties and the Funding 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 the Consortium Agreement.

### **6.1 General structure**

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

**General Assembly as the ultimate decision-making body of the consortium and also responsible for the operational management of the Project**

**Executive Committee for the day-to-day management and implementation of the project tasks. The Executive Committee will report to the General Assembly and will be supervised by it.**

### **6.2 General operational procedures for the General Assembly and the Executive Committee**

#### **6.2.1 Representation in meetings**

**Any Party which is a member of any of the ~~two~~ Three consortium bodies (hereinafter referred to as 'Member'):**

**Should be represented at any meeting of the relevant Consortium Body either by the Authorised Representative or by another person indicated by the Authorised Representative;**

**who may appoint in written a substitute to attend and vote at any meeting;**

**and shall participate in a cooperative manner in the meetings.**

**The General Assembly consists of Authorised Representative/s of each partner.**

**The Executive Committee consists of Authorised Representative/s of the Project Coordinator, the Ministry of Health and the NeHA.**



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As documented in the Grant Agreement, the Local Project Management Board (LPMB)<sup>1</sup> corresponds to the General Assembly of this agreement.

As documented in the Grant Agreement, the Local Scientific Advisory Board (LSAB)<sup>2</sup> corresponds to the Executive Committee of this agreement.

#### 6.2.2.1 Convening meetings:

The chairperson of any Consortium Body shall convene its meetings.

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once every three months on a date mutually agreed	At any time upon written request of any Member of the General Assembly
Executive Committee	At least once a month on a date mutually agreed	At any time upon written request of any Member of the Executive Committee

#### 6.2.2.2 Notice of a meeting:

The chairperson of any Consortium Body shall give notice in writing of a meeting to each Member as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
General Assembly	7 calendar days	4 calendar days
Executive Committee	7 calendar days	4 calendar days

The General Assembly will report and give notice in writing after an ordinary or an extraordinary meeting as soon as possible and no later than 7 calendar days.

The Executive Committee will report to the General Assembly and give notice in writing after an ordinary or an extraordinary meeting as soon as possible and no later than 7 calendar days.

#### 6.2.2.3 Sending the Agenda:

The chairperson of the General Assembly and the Executive Committee shall prepare and send each Member a written agenda no later than the minimum number of days preceding the meeting as indicated below.

<sup>1</sup> LPMB: The board will consist of 2 1 members from UCY and 1 members from MOH and one member from NEHA.

<sup>2</sup> LSAB: The board will be chaired by the Local Project Coordinator from the UCY. A Local Project Administrator will also be appointed by UCY. The activity leaders will be allocated as follows: Activities 1,2,3 and 5 to UCY, Activity 4 to MOH. In addition, an IT officer from MOH will participate as member of the board.



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<b>General Assembly</b>	<b>4 calendar days for an ordinary meeting, 2 calendar days for an extraordinary meeting</b>
<b>Executive Committee</b>	<b>4 calendar days for an ordinary meeting, 2 calendar days for an extraordinary meeting</b>

**6.2.2.4 Adding agenda items:**

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

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

**Any Member of the Consortium Bodies may add an item to the original agenda by written notification to all of the other Members up to the minimum number of days preceding the meeting as indicated below.**

<b>General Assembly</b>	<b>5 calendar days, 2 calendar days for extraordinary meetings</b>
<b>Executive Committee</b>	<b>5 calendar days, 2 calendar days for extraordinary meetings</b>

**6.2.2.5 During a meeting the Members of the General Assembly present or represented can unanimously agree to add a new item to the original agenda. However, no decision may be taken on this item if not all Members are represented at the meeting.**

**During a meeting the Members of the Executive Committee or represented can unanimously agree to add a new item to the original agenda. However, no decision may be taken on this item if not all Members are represented at the meeting.**

**6.2.2.6 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the General Assembly a written document which is then agreed by the defined majority (see Section 6.2.3) of all Members. Such document shall include the deadline for responses.**

**Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Executive Committee a written document which is then agreed by the defined majority (see Section 6.2.3) of all Members. Such document shall include the deadline for responses.**

**6.2.2.7 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.**

**6.2.3 Voting rules and quorum**

**6.2.3.1 The General Assembly shall not deliberate and decide validly unless three-quarters (3/4) of its Members are present or represented (quorum). N/A**

**If the quorum is not reached, the chairperson of the General Assembly shall convene another ordinary meeting within 7 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 are present or represented. N/A**

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The Executive Committee shall not deliberate and decide validly unless three-quarters (3/4) of its Members are present or represented (quorum). N/A

If the quorum is not reached, the chairperson of the Executive Committee shall convene another ordinary meeting within 7 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 are present or represented. N/A

6.2.3.2 Each Member of the General Assembly present or represented in the meeting shall have one vote. N/A

Each Member of the Executive Committee present or represented in the meeting shall have one vote. N/A

6.2.3.3 Defaulting Parties may not vote in any Consortium Body. N/A

6.2.3.4 Decisions shall be taken by consensus

6.2.4 Veto rights N/A

6.2.4.1 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 General Assembly, may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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 Executive Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2 When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only in any of the Consortium Bodies.



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**6.2.4.3** In case of exercise of veto, the Members of the General Assembly shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Parties.

In case of exercise of veto, the Members of the Executive Committee shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Parties.

**6.2.4.4** A Party may not veto decisions relating to its identification as a Defaulting Party in any of the Consortium Bodies. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

**6.2.4.5** A Party requesting to leave the Consortium may not veto decisions relating there to.

**6.2.5 Minutes of Meeting**

**6.2.5.1** The chairperson of the General Assembly shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The chairperson shall send the draft minutes to all Members within 3 calendar days of the meeting.

The chairperson of the Executive Committee shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The chairperson, shall send the draft minutes to all Members within 3 calendar days of the meeting.

**6.2.5.2** The minutes shall be considered as accepted if, within 5 calendar days from sending, no Member has sent an objection in writing to the chairperson of the Consortium Body with respect to the accuracy of the draft of the minutes.

**6.2.5.3** The chairperson of the Consortium Body shall send the accepted minutes to all the Members of the General Assembly, who shall safeguard them.  
If requested the Coordinator shall provide authenticated duplicates to Parties.

**6.3 Specific operational procedures for the General Assembly and the Executive Committee**  
In addition to the rules described in Section 6.2, the following rules apply:

**6.3.1.1.** The General Assembly shall consist of at least one and no more than three representatives of each Party.

The Executive Committee shall consist of at least one and no more than three representatives of each Party.

**6.3.1.2** Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.2 of this Consortium Agreement.

Each Executive Committee Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.2 of this Consortium Agreement.

**6.3.1.3** The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

The Coordinator shall chair all meetings of the Executive Committee, unless decided otherwise in a meeting of the Executive Committee.

**6.3.1.4** The Parties agree to abide by all decisions of the General Assembly.  
The Parties agree to abide by all decisions of the Executive Committee.

**6.3.1 Members**



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**This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.**

### **6.3.2 Decisions**

**The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposal made by the Executive Committee shall also be considered and decided upon by the General Assembly.**

**The following decisions shall be taken by the General Assembly:**

- **Content, finances and intellectual property rights**
- **Proposals for changes to Annexes I (Description of the Action) and II (General Conditions) of the Grant Agreement to be agreed by the Funding Authority**
- **Changes to the consortium plan**
- **Evolution of the consortium**
- **Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession**
- **Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal**
- **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**
- **Proposal to the Funding Authority for a change of the Coordinator**
- **Proposal to the Funding Authority for suspension of all or part of the Project**
- **Proposal to the Funding Authority for termination of the Project and the Consortium Agreement**

**6.3.2.1 The voting requirements shown in Section 6.2.3 shall not apply to the following decisions which shall instead require the unanimous vote of the General Assembly, with the exception that the vote of a Party which is proposed to be declared in default shall not be considered on such vote:**

- **Entry of a new entity to the Project and approval of the settlement on the conditions of the accession to the Project, including the Grant Agreement and Consortium Agreement, of such new entity.**
- **Declaration of a Party to be a Defaulting Party.**

**6.3.3 The General Assembly shall seek a consensus among the Parties.**

**6.3.4 The General Assembly shall monitor the effective and efficient implementation of the Project.**

**6.3.5 In addition, the General Assembly shall collect information at least every 2 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, decide upon modifications of the Consortium Plan.**

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**6.3.6 The General Assembly shall:  
support the Coordinator in preparing related data and deliverables**

**6.4.1 The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.**

**6.4.2 In particular, the Coordinator shall be responsible for:**

**6.4 Coordinator**

- monitoring compliance by the Parties with their obligations
- 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 certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3

**providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for**

**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 Funding Authority in time.  
the Parties to present claims.**

**6.4.3 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding Authority to change the Coordinator.**

**6.4.4 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.**

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

## **Section 7: Financial provisions**

### **7.1 General Principles**

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

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

- the Consortium Plan
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3

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**A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan.**

### **7.1.2 Justifying Costs**

**In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for fully justifying its costs with respect to the Project towards the Funding 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 Funding Authority.**

### **7.1.3 Funding Principles**

**All Parties must spend the whole share of the budget as set out in the Consortium Plan. Each Party should by the end of the Project lifetime be able to justify the whole budget in order to be fully aligned with the estimated eligible costs of the actions in accordance with the Grant Agreement. At the end of the Project period, the Funding Authority shall make the payment of the balance to the Coordinator within the time limit of 90 days (Annex I - Article 4, §4.2 of the Grant Agreement). The Funding Authority will pay the balance to the Coordinator of the Project (University of Cyprus) who will in turn need to redistribute the payments to the rest Beneficiaries of the Project.**

**The redistribution will be in accordance with the following table:**

**Table 7.1.3: Budget Allocation**

<b>Party/Beneficiary</b>	<b>Budget to be justified</b>	<b>Final Allocation of EU / CEF Funding to each Party / Beneficiary</b>
<b>UCY CEF-Telecom financing</b>		<b>445,017</b>
<b>UCY own Resources</b>		<b>148,339</b>
<b>UCY Total</b>		<b>593,356</b>
<b>MOH CEF-Telecom financing</b>		<b>89,679</b>
<b>MOH own Resources</b>		<b>29,893</b>
<b>MOH Total</b>		<b>119,572</b>
<b>TOTAL</b>		<b>712.928</b>

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

**A Party leaving the consortium will not receive any payment from the Funding Authority or another contributor. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its obligations and tasks.**

## **7.2 Budgeting**



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The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

### **7.3 Payments**

7.3.1 Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

7.3.2 The payment schedule contains only 2 payments to the Parties, the pre-financing and final payment. No interim payment foreseen. The payment will be handled as below: Funding of costs included in the Consortium Plan (Section 7.1.3 of this Consortium Agreement) will be paid to Parties after receipt from the Funding Authority in separate instalments as agreed below:

<b>- Payment</b>	<b>- Amount</b>	<b>- Pre-condition of transfer</b>
<b>- Pre financing</b>	<b>- 100%</b>	<b>- Upon receipt of the payment from the Funding Authority</b>
<b>- Final payment</b>	<b>- 100%</b>	<b>- Upon receipt of the payment from the Funding Authority</b>

## **Section 8: Results**

### **8.0 Ownership of Results**

Results are owned by the Party that generates them. Results are generated by the party or parties actually contributing to the development of that specific knowledge / result. At the completion of the project all results can be exploited as desired by the National eHealth Authority (NeHA) for expansion purposes and instalation to any other service of the Ministry or service controlled by the Ministry, or for any other reason decided by the NeHA. The UCY partner will collaborate with the MoH and the NeHA, and provide all related results for facilitating such decisions.

### **8.1 Joint ownership**

8.1.1 Where Foreground is generated from work carried out jointly by two or more Parties and it is not possible to separate such joint invention, design or work, the Parties shall have joint ownership of this work.

8.1.2 If the joint owners are interested in exploiting the results they shall, within a six (6) month period as from the date of the generation of such Foreground, establish a written separate joint

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ownership agreement regarding the allocation of ownership and terms of exercising, protecting, the division of related costs and exploiting such jointly owned Foreground on a case by case basis.

## **8.2 Dissemination**

The Dissemination will be carried out as specifically stated in the Grant Agreement.

### **8.2.1 Dissemination of own Results**

**8.2.1.1 During the Project and for a period of 2 years 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 11 of the Grant Agreement subject to the following provisions.**

**Prior notice of any planned publication shall be given to the other Parties at least 30 calendar days before the publication, given that the publication follows the relevant national procedures in doing so. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 5 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.**

**8.2.1.2 An objection is justified if**

- (a) the protection of the objecting Party's Results or Background would be adversely affected**
- (b) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.**

**The objection has to include a precise request for necessary modifications.**

## **Section 9: Access Rights**

### **9.1 General Principles**

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

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

**9.1.3 Access Rights shall be free of any administrative transfer costs.**

**9.1.4 Access Rights are granted on a non-exclusive basis.**

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

**9.1.6 All requests for Access Rights shall be made in writing.**



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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.

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

## **9.2 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.

## **9.3 Access Rights for Exploitation**

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

9.3.2 A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.6.2.1.2, after the termination of the requesting Party's participation in the Project.

## **9.4 Access Rights for Affiliated Entities**

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 2.1.1.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

## **9.5 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.**



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

### **9.6.1 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.**

### **9.6.2 Parties leaving the consortium**

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

##### **9.6.2.1.1 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 General Assembly to terminate its participation in the consortium.

##### **9.6.2.1.2 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 of time specified in Section 9.1.6.**

#### **9.6.2.2 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.

## **9.7 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.

## **Section 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 Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

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- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party 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 on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients 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.

**10.3** The Recipients shall be responsible for the fulfilment of the above obligations on the part of their 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 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 confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence 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; or
- 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 Party shall promptly advise the other Party in writing 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 Party 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



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

## **Section 11: Miscellaneous**

### **11.1 Attachments, inconsistencies and severability**

This Consortium Agreement consists of this core text and

Attachment 1 (Grant Agreement). 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.

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 which fulfils the purpose of the original provision.

### **11.2 No representation, partnership or agency**

Except as otherwise provided in Section 6.4.4, 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 Notices and other communication**

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

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.6.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all concerned.

### **11.4 Assignment and amendments**

**Except as set out in Section 8.2, 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 6.3.1.2 require a separate written agreement to be signed between all Parties.



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#### **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, arbitral proceedings and processes relative thereto. The meeting minutes though will be written in Greek since the meetings of the Consortium Bodies will be held in the Greek Language, given that all Members of the Consortium Parties are native greek speakers.

#### **11.7 Applicable law**

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

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

**The parties shall endeavour to settle their disputes amicably.**

Should a dispute arise between the Parties concerning the validity, the interpretation and/or the implementation of this Consortium Agreement, they will try **to solve it through discussion.**

### **Section 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.

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Agreement

MINISTRY OF Health

Signature:



Name: Dr. Christina Yiannaki

Title: Permanent Secretary

Date: .../.../.....

18/9/20

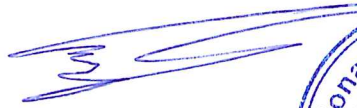




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NATIONAL eHEALTH AUTHORITY

Signature:



Name: Dr. Christos Schizas

Title: Chairman of NeHA, BoD

Date: 19 Sept. 2020  
.../.../.....



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**University of Cyprus**

**Signature:**

**Name: Dr Marios Demetriades**

**Title: Head of the Research Support Service Department, University of Cyprus**

**Date: 13.1.2020**

The image shows a handwritten signature in blue ink to the left of a circular official stamp. The stamp is blue and contains the text 'ΠΑΝΕΠΙΣΤΗΜΙΟ ΚΥΠΡΟΥ' at the top, 'UNIVERSITY OF CYPRUS' at the bottom, and a central emblem featuring two trees on a pedestal. Two small stars are positioned on either side of the emblem.