

AGREEMENT

concluded by and between

National Institute of Health Insurance Fund Management

Seat: H-1139 Budapest, Váci út 73/A.,

Registry number: 328104

VAT number: HU15328106

Bank account number: HU28-10004885-10008016-00140137

Contact email:

represented by: Kiss Zsolt director general

hereinafter referred as: NEAK

and

Name:

Seat/address:

Registry number:

VAT number/tax identification number:

Bank account number:

Contact email:

represented by:

hereinafter referred as: Client

together hereinafter referred to as the Parties with the terms set forth below:

1. Preamble

The primary objective of the EURIPID Collaboration is to provide comprehensive and reliable information on medicine prices for online self-access in collaboration with the national authorities for pricing and reimbursement on a non-profit basis. The online database which is available on the Collaboration's website is regularly updated and based on the data provision by the national competent authorities. Information focuses on out-patient and publicly paid medicines.

A request arrived from thefor information provision from the EURIPID database. The request was approved by the EURIPID project team and the Executive Committee of the EURIPID Collaboration in line with the agreed procedure on information provision for researchers.

The Board of Participants of the EURIPID Collaboration (hereinafter referred as: BoP) also approved the information request and authorised NEAK to conclude an agreement with the Client.

2. Subject matter of the agreement

The subject matter of this Agreement is the provision of information from the EURIPID database by NEAK to the Client in line with Client's request as follows:

- Name of researcher:
- Name of tutor/supervisor:
- Name of academic institution:
- Research plan:
- Objective of research:
- Expected benefits of research:
- Sponsors of research:
- Description of the requested information:
- Time-range:
- Geographic coverage:
- Data scope (products, price, volume etc.):

3. Reimbursement fee of the data provision

The Client shall pay EUR for the data provision to the HU28-10004885-10008016-00140137 bank account number of NEAK within 30 days after the date on which the last party signs it.

4. Rights and Obligations

For reimbursement fee-based data provision:

4.1. NEAK shall provide the Client with in point 2 mentioned information in electronic format within 30 days of receipt of the payment set out in point 3.

In case of data provision for free:

4.1. NEAK shall provide the Client with in point 2 mentioned information in electronic format within 30 days after the signing of this Agreement by both parties.

4.2. The Client shall send the study, analysis or other written material, created by using the requested data, to NEAK specified within months after the provision of the data. The Client shall submit the study, analysis or other written material free of any charge, in full, electronic and editable format.

4.3. The Client shall inform NEAK about any obstacle in sending the study, analysis or other written material created by using the requested data by the deadline agreed in point 4.2 and explain the reason of the non-compliance and may request the prolongation of the deadline.

4.4 NEAK shall accept or reject within 30 days of receiving the explanation of the non-compliance with the deadline agreed in point 4.2. If NEAK does not inform the Client within 30 days of receiving the explanation of the non-compliance with the deadline agreed in point 4.2 then the explanation and proposed prolongation of the deadline shall be considered as accepted.

5. Cooperation of the Parties

5.1. Contracting Parties shall comply with the requirements of acting in good faith and fair dealing in exercising rights and in fulfilling obligations, with mutual cooperation.

5.2. Regarding their contractual relationship of cooperation, Contracting Parties declare the principles of justification and proportionality, and the balance of rights and obligations.

5.3. In the course of fulfilling obligations under this Agreement the contact email addresses of the Parties shall be used.

5.4. By signing this Agreement, the Parties undertake to comply with all the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation hereinafter: "GDPR") in the processing of personal data of natural persons. Accordingly, the Parties acknowledge that in order to conclude and consummate this Agreement and to enable the communication between the Parties, the Parties will process the personal data of each other's contacts and other employees involved in the performance of the Agreement in accordance with Article 6 (1) (b) and (f) of GDPR.

6. Confidentiality obligation

6.1. Before the initiation of, in relevance of or during the fulfillment of the obligations under this Agreement any data, fact, information, solution or documentation made available for NEAK by the Client related to his economic activity, applied techniques and measures, products, services or intellectual property rights (including the content of the Data Request and the Data Query Algorithms) shall be deemed confidential information of the Client (hereinafter as "Confidential Information") as this information, if obtained and/or used by unauthorized persons, or if published or disclosed to third parties, is likely to imperil or jeopardize the rightful financial, economic or commercial interests of the Client or his affiliates. The NEAK undertakes not to communicate the Confidential Information to third parties, not to disclose and not to make it recognizable or available without the written authorization of the Client, unless any regulation, official resolution or judicial decision states otherwise.

Furthermore, the NEAK undertakes to communicate Confidential Information only to his employees and contractors contributing to the performance of this Agreement, to the extent necessary for performance of this Agreement, and he undertakes to ensure these persons to assume responsibility for secrecy. These obligations concerning Confidential Information shall be effective even after termination of this Agreement.

6.2 The Client undertakes and bears full liability, that he will use any data, fact, information, confidential data, and classified information obtained under this Agreement only in connection with the research included in the BoP's approval decision, not to publish and not to transfer them to third parties.

The Client undertakes to indemnify NEAK for all damages (compensation for pecuniary damages, restitution for non-material violations) which are the result of a breach of this point if the Client willfully or negligently violates his confidentiality obligation. The Client understands and agrees that it shall be held liable for legal consequences under effective civil and criminal law regulations in case of violation of confidentiality obligations.

6.3. Parties understand and agree that their obligations concerning confidentiality stated hereinabove shall survive the termination of this Agreement.

7. Other Provisions

7.1. By signing this Agreement, the Client acknowledges that none of the organisations and public authorities involved in the project may be held liable for the consequences of use of erroneous information.

7.2. By signing this Agreement, the Client acknowledges and agrees that after its publication, at least information about the study, analysis or other written material, which was sent in accordance with point 4.2 will be published on the public website (www.euripid.eu) maintained by the framework of the EURIPID Collaboration and the study, analysis or other written material will be made available to the members of the EURIPID Collaboration. The Euripid project team reserves the right to be listed as co-author in publications – either as an own entity or as member of it - especially when a quality review of the analysis and / or input to the methodology was provided.

7.3. The Parties shall endeavour that any disagreement or disputes arising between them shall be settled in a peaceful manner, out of court, by agreement and via direct arbitration. For this reason, the Parties shall inform each other about their position or any possible solution in writing. Parties shall respond in 15 days to requests offering peaceful solution.

7.4. Any amendment to this Agreement shall be made in written form.

7.5. Contracting Parties are entitled to terminate this Agreement with a notice given to the other Party in writing, without reasons and by 30 days. In this case Parties must settle accounts with each other with respect to the services performed before the time of termination.

7.6. This Agreement may be terminated by a mutual agreement of the Parties pursuant to effective legislation.

7.7. In case of violating a confidentiality obligation each of the Parties may terminate this Agreement immediately upon notice without any obligation for indemnification.

7.8. This Agreement shall be governed by and interpreted in accordance with the laws of Hungary which shall have exclusive jurisdiction over any disputes.

7.9. This Agreement enters into force after the day after signing by all Parties and remains in force until the study, analysis or other written material referred to in point 4.2. has been sent to NEAK.

7.10. Points 6., 7.1-7.2. of this Agreement remains in force after the termination of this Agreement.

Parties hereby mutually declare that this Agreement contains wholly, completely, congruently and correctly their contractual intent agreed on mutually during their pre-contractual negotiations and consultations, as being identical to their declarations communicated in this Agreement, hence the Parties sign this Agreement, after having read and interpreted, as being correspondent to their contractual intent.

The parties agree that this electronically signed document shall be deemed in writing.

Budapest,**, 2020.** „ ”

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Kiss Zsolt
director general
National Institute of Health Insurance
Fund Management