

## Consortium (Partnership) Agreement

concluded by and between

**the GESUNDHEIT ÖSTERREICH FORSCHUNGS-UND PLANUNGSGESELLSCHAFT GMBH (GÖ FP)** FN 282883F, STUBENRING 6, WIEN 1010, Austria, ATU62839904, Bank Account (IBAN): AT80 6000 0000 9600 6692, SWIFT code: BAWAATWW, Name and the seat of the bank: BAWAG P.S.K. BANK FUER ARBEIT UND WIRTSCHAFT IN ÖSTERREICH, Georg Coch Platz 2, 1018 Vienna, Austria) represented by Head of International Affairs and Consultancy, Claudia Habl hereinafter referred to as Coordinator,

**Nemzeti Egészségbiztosítási Alapkezelő** (seat: H-1139 Budapest, Váci út 73/A., registry number: 328104, VAT number: 15328106-2-41, Bank Account (IBAN): HU28-10004885-10008016-00140137, SWIFT code: HUSTHUHB (in case of SEPA transfer), SWIFT code: MANEHUHB (in case of non-SEPA transfer) Name and the seat of the bank: Hungarian State Treasury, H-1139 Budapest, Váci út 71.) represented by Kiss Zsolt assigned deputy director general of Health Care, hereinafter referred to as Partner No. 1.,

**TANDVÅRDS- OCH LÄKEMEDELSFÖRMÅNSVERKET (TLV)** (seat: FLEMINGGATAN 18, 112 26 STOCKHOLM, Sweden, registry number: 202100-5364, VAT number: SE202100536401, Bank Account (IBAN): SE60 1200 0000 0128 1010 5227, SWIFT code: DABASESX, Name and the seat of the bank: Danske Bank Norrmalmstorg 1, 103 92, Stockholm, Sweden) represented by Sofia Wallström Director General hereinafter referred to as Partner No. 2.,

**STATNI USTAV PRO KONTROLU LECIV (SÚKL)** (VAT number: 00023817, ŠROBÁROVA 48, PRAHA 10041, Czech Republic, Bank Account (IBAN): CZ94 0710 0000 3500 0062 3101, SWIFT code: CNBACZPP Name and the seat of the bank: Ceska Narodni Banka, Na Prikope 28 110 03 Prague, Czech Republic) represented by PharmDr. Zdeněk Blahuta Director, hereinafter referred to as Partner No. 3.,

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

1. The Service Contract (Number – 04152.2016.003-2016.738) was concluded between the European Commission, represented by EUROSTAT and the above mentioned Parties in accordance to implementing the action entitled “Purchasing Power Parities (PPPs) for pharmaceutical products (hereinafter referred to as Action).

2. The Parties establish the Consortium by way of the present Consortium Agreement in order to achieve the objectives of the Action. The internal organisation of the Consortium is the following:

The leader and coordinating institution of the Consortium shall be the Coordinator. The other Parties take part as Partner.

3. The Parties shall undertake those (partial) tasks for carrying out the Action, that are specified in the Annex 1 of the Service Contract.

4. The budget for the work is specified in the Service Contract in Article I.4.1 and is including travel and subsistence expenses maximum

- EUR 33 950.- for the Coordinator GÖ FP,
- EUR 16 985.-, for partner No. 1 OEP,
- EUR 10 400.- for partner No. 2 TLV and
- EUR 8 580.- for partner No. 3 SUKL

All partners will issue an invoice on the final amount indicated to the Coordinator after the end of the Service Contract. The Coordinator will issue one invoice to Eurostat as regulated in Articles II. 19 and II.21.6 of the Service Contract.

5. The right of property over property acquired in the course of the implementation of the Action is entitled to that Party who gained it. The documents related to procurements and other documentation shall be kept by the holder of the right of disposal and must be shared with the Coordinator if requested.

6. The rules determined in the Service Contract (Article I.11. and II.18.) shall be governing in case of leaving the Consortium.

7. Pursuant to Article II.6. of the Service Contract the Parties have full responsibility for implementing the Action and complying with the Service Contract. This means that the Parties are jointly and severally liable for the implementation of the Action. If the Parties fail to implement their part of the Action, the other Parties become responsible for implementing that part. The financial responsibility of the Parties is governed by the Articles II.15. and II.16. of the Service Contract.

8. The liability of the Parties is governed by the Article II.15. and II.23. of the Service Contract.

9. The utilization of documents and data related to the EURIPID Collaboration are governed by the regulations of the EURIPID Collaboration. In other cases the confidentiality is governed by the Article II.8. of the Service Contract.

10. Obligations of the Coordinator

- The Coordinator bears full responsibility for the maintenance and proper operation of the Consortium. The Coordinator is responsible for the observation of the obligations specified in the Service Contract and the overall project management. The Coordinator bears full responsibility for the enforcement of the obligations specified in the Service Contract by the Partners.

The Coordinator shall be responsible for keeping contact with the European Commission on behalf of the entire Consortium.

- In accordance with the Article I.5. of the Service Contract, the Coordinator executes the payments to the Partners within 30 working days from the date of the amount has been received by the Coordinator's bank account unless a Partner requests for different payment time, subject to the above mentioned deadline.

#### 11. Obligation of the Partners:

- Each Partner shall appoint a contact person, responsible for implementing the agreed activities and tasks. The Partner is obligated to notify the Coordinator in written form about the changes of the contact person.
- Each Partner shall provide support for the Coordinator in preparing the periodic and the final report and make all necessary data available to the Coordinator.
- Each partner need to comply to the administrative rules of the European Commission, represented by EUROSTAT, e.g. by sharing the necessary financial information for the final balance of the payment or potential audits.

12. The Parties agree to make best efforts to stick to the agreed deadlines regarding deliverables and milestones in the course of the project and share all necessary documents, data and other material in due time.

The Parties shall inform each other in case of any event likely to substantially affect or delay the implementation of the action.

13. Any amendment to this Consortium Agreement shall be made in written form and needs to be in line with the stipulations of the Service Contract.

14. The undersigned Parties declare that they have read and fully understood the General Terms and Conditions to the Framework Partnership Agreement of EURIPID Collaboration and the Service Contract. They agree with the rules laid down therein.

The Coordinator shall duly inform the Partners in case of changes in the related legal documents of the EURIPID Collaboration. The Partners may initiate the amendment of the Consortium (Partnership) Agreement within 30 days of receiving notification. If no satisfactory solution can be achieved Partners have right to leave the Consortium in line with the Article 5. of the present agreement.

15. 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, or - if it is requested - through a personal meeting. Parties shall respond in 15 days to requests offering peaceful solution.

The present Consortium Agreement shall be governed by and interpreted in accordance with the laws of Austria which shall have exclusive jurisdiction over any disputes.

16. All other issues not indicated in the present Consortium Agreement shall be regulated according to the laws of Austria, the General Terms and Conditions to the Framework Partnership Agreement of EURIPID Collaboration and the Service Contract.

17. This Consortium Agreement enters into force after the day signing by all Parties and will cease with the end of the Service Contract.

18. The Parties state that they have read and understood the present Consortium Agreement (4 pages) and accept all the terms and conditions stipulated. The present Consortium Agreement has been executed in 10 original copies in English language.

**Vienna, 2017.** “ ..... “ “ ..... “

.....

**Claudia HABL**

Head of International Affairs and Consultancy

**GESUNDHEIT ÖSTERREICH FORSCHUNGS-UND PLANUNGSGESELLSCHAFT GMBF (GÖ FP)**

Coordinator

“ ..... ”

city/day/month/year

“ ..... ”

city/day/month/year

.....

**Kiss Zsolt**

assigned deputy general director of Health

Care

**Nemzeti Egészségbiztosítási Alapkezelő**

*Partner No. 1.*

.....

**Sofia Wallström**

director general

**TANDVÅRDS-OCH**

**LÄKEMEDELSFÖRMÅNSVERKET**

*Partner No. 2.*

“ ..... ”

city/day/month/year

.....

**PharmDr. Zdeněk Blahuta**

director

**STATNI USTAV PRO KONTROLU LECIV**

*Partner No. 3.*

