

AGREEMENT ON COOPERATION

concluded acc. to Sec. 1746(2) of the Act No. 89/2012, the Civil Code, as amended
(hereinafter only as "**the Agreement**")

Parties to the Agreement:

The Czech Republic – Institute of Health Information and Statistics of the Czech Republic

Registered office: Palackého náměstí 4, 128 01 Prague, the Czech Republic

Reg. No.: 000 23 833

VAT No.: CZ000 23 833

Represented by: Ladislav Dušek, the director
(hereinafter only as "**the IHIS**")

– on one side –

and

Association of the European Cancer Leagues

Registered office: Chaussée de Louvain 479

1030 Brussels, Belgium

Registered in *Moniteur Belge (Belgium Official Journal)* maintained by the Federal Court of Belgium

Reg. No.: 867.170.595

Vat No.: BE 0867.170.595

Represented by:

(hereinafter only as "**the Partner**")

– on the other side –

(hereinafter together also as "**the Parties**")

1. RECITALS

- 1.1 The IHIS is a member of the consortium iPAAC Joint Action – Innovative Partnership for Action Against Cancer. The general objective of the Joint Action – Innovative Partnership for Action Against Cancer (hereinafter only as “iPAAC JA”) is to develop innovative approaches to advances in cancer control.
- 1.2 On basis of the Grant Agreement (number: 801520 — iPAAC — HP-JA-2017), on iPAAC from 18th June 2018, the IHIS was entrusted with the task of organizing local stakeholder forums and disseminating content about the iPAAC JA.
- 1.3 The Partner represents and warrants to the IHIS that:
 - it has the power to enter into and perform this Agreement;
 - it has the experience and ability to perform the services required by this Agreement;
 - it will perform said services in a professional, competent, and timely manner; and
 - its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any laws.

2. SUBJECT OF THE AGREEMENT

- 2.1 According to this contract, the Partner undertakes to provide the IHIS the services specified in Sec. 3.1 of this Agreement and the IHIS undertakes to pay the agreed price as set forth in Sec. 4.1 and Appendix 1.

3. RIGHTS AND DUTIES OF THE PARTIES

- 3.1 The Partner undertakes to perform the following tasks and documentation specified in Appendix 1, namely:

3.1.1 Active support in disseminating the information about the iPAAC final conference

3.1.2 Active support of the preparation and organisation of the iPAAC final conference

hereinafter together only as the “Services”

and provides the IHIS with appropriate evidence of performing the Services, such as report and relevant documents.

The Partner shall proceed with professional care, according to its the best knowledge and abilities. It shall observe and protect interests and the reputation of the IHIS and proceed in accordance with its instructions.

- 3.2 Shall the Partner find the instructions of the IHIS inappropriate, it shall notify the IHIS in writing and specify in what the unsuitability of the respective instruction lies. Shall the IHIS, despite written notice of the Partner, insist on its observance, the Partner shall follow such instruction, however, it shall not be liable for damage caused by the following such instruction.
- 3.3 Each Party undertakes to cooperate, perform and fulfil, promptly and on time, all of its obligations under this Agreement as may be reasonably required from it and in a manner of good faith.

- 3.4 Each Party undertakes to notify promptly any significant information, fact, problem or delay likely to affect its performance.
- 3.5 Each Party shall promptly provide all information reasonably required by the other Party to carry out its tasks.
- 3.6 The IHIS shall confirm the approval and acceptance of partial performance by signing the acceptance protocol, which forms Appendix No. 2 to this Agreement.
- 3.7 The following persons are authorized to sign the acceptance protocol:
- on behalf of the IHIS: [REDACTED]
 - on behalf of the Partner: [REDACTED]

4. PRICES AND PAYMENT CONDITIONS

- 4.1 Prices for the provision of Services are set out in Appendix 1 to this Agreement. These prices include all expenses, expenses and costs incurred by the Partner in connection with the provision of Services. The price of the provision of all Services is 7 982 EUR VAT excluded.
- 4.2 The IHIS shall not provide the Partner with any advance payment.
- 4.3 The Partner shall issue an invoice for the provided Services after their acceptance by the IHIS.
- 4.4 The Parties agreed on the invoice maturity period of thirty (30) calendar days from the date of receipt of the invoice by the IHIS. The invoice must be accompanied by an acceptance protocol signed by an authorised representative of the IHIS. The Partner undertakes to submit for reimbursement only invoices that contain the project designation. The price for the provided the service is deemed to have been paid at the time of the bank account of the IHIS is debited with the invoiced price.
- 4.5 Should the Partner be in default of performance of any obligation under this Agreement, especially if it does not provide the Services properly and in a timely manner and / or in the agreed quality, the IHIS is not obliged to pay the price for the Services provided under this Agreement.
- 4.6 In case of delay in payment of the invoice, the IHIS is obliged to pay statutory interest on late payment. Payment is deemed to be fulfilled on the day of debiting of the IHIS's account in favour of the Partner's account.

5. OTHER PROVISION

- 5.1 The Partner acknowledges that all originals and copies of materials, records and documents generated by him or others associated with iPAAC coming into the Partner's possession or control during performing the Partner's tasks, specified in Sec 3.1, are the property of the iPAAC JA Consortium.
- 5.2 The Partner agrees that all intellectual property, including but not limited to, research results, publications, concepts, creations, developments, programmes, products, processes, materials or other properties conceived, developed, researched or published during his mandate are the property of the iPAAC JA Consortium.
- 5.3 The Partner shall not interfere with the rights of third parties in the provision of services individuals may stem from intellectual property rights, in particular copyright and rights industrial property. The Partner undertakes to pay the IHIS all costs, expenses, damages and property and non-material damage incurred by the IHIS as a result the exercise of rights of

third parties against the IHIS in connection with breach of the Partner's duty according to the previous sentence.

5.4 The fact that one or the other of the Parties does not put forward one of the rights which it holds under this Agreement shall not be interpreted as their renunciation or a modification of the extent of the rights and obligations of the Parties. Non-validity, whether total or partial, of one of the provisions of this Agreement shall not affect the validity of its other provisions.

5.5 The Parties agree that in addition to the express provisions of this Agreement, no rights and obligations shall not be inferred from any existing or future practice established between the Parties or practices generally or in the industry relating to the subject matter of this Agreement unless otherwise expressly agreed in the Agreement.

6. VISIBILITY OF EU FUNDING

6.1 Unless the IHIS states otherwise, any communication activity related to the iPAAC JA (including at conferences, seminars, in information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via social media, etc.) must:

- display the EU emblem and

- include the following text:

"This [insert appropriate description, e.g. report, publication, conference, infrastructure, equipment, insert type of result, etc.] was funded by the European Union's Health Programme (2014-2020)."

6.2 When displayed in association with another logo, the EU emblem must have appropriate prominence.

6.3 For the purposes of its obligations under this Article, the Partner may use the EU emblem without first obtaining approval from IHIS. This does not, however, give it the right to exclusive use. Moreover, it may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

6.4 Any communication activity related to the action must indicate the following disclaimer:

"The content of this [insert appropriate description, e.g. report, publication, conference, etc.] represents the views of the author only and is his/her sole responsibility; it cannot be considered to reflect the views of the European Commission and/or the Consumers, Health, Agriculture and Food Executive Agency (CHAFEA) or any other body of the European Union. The European Commission and the Agency do not accept any responsibility for use that may be made of the information it contains."

7. NON-DISCLOSURE OF INFORMATION

7.1 All information in whatever form or mode of transmission which is disclosed by the IHIS to the Partner in connection with this Agreement and which has been explicitly marked as "confidential" or are of such a nature that their disclosure may cause harm to the Partner is "Confidential Information".

7.2 The Partner hereby undertake for a period of ten years after the end of this Agreement:

- a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;

- b) not to disclose Confidential Information to any Third Party without the prior written consent by the IHIS;
 - c) to ensure that internal distribution of Confidential Information shall take place on a strict need-to-know basis; and
 - d) to return to the IHIS on demand all Confidential Information which has been supplied to or acquired by the Partner including all copies thereof and to delete all information stored in a machine-readable form. If needed for the recording of ongoing obligations, the Partner may however request to keep a copy for archival purposes only.
- 7.3 The Partner shall be responsible for the fulfilment of the above obligations on the part of its employees and shall ensure that its employees remain so obliged during and after the end of this Agreement for 10 years.
- 7.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Partner can show that:
- a) the Confidential Information becomes or has become publicly available by means other than a breach of the Partner's confidentiality obligations;
 - b) the IHIS subsequently informs the Partner that the Confidential Information is no longer confidential;
 - c) the Confidential Information is communicated to the Partner without any obligation of confidentiality by a Third Party who is in lawful possession thereof and under no obligation of confidentiality to the IHIS;
 - d) the disclosure or communication of the Confidential Information is foreseen by provisions of this Agreement;
 - e) the Confidential Information, at any time, was developed by the Partner completely independently of any such disclosure by the IHIS; or
 - f) the Confidential Information was already known to the Partner prior to disclosure; or
 - g) the Partner 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.
- 7.5 The Partner shall apply the same degree of care about the Confidential Information disclosed within the scope of this Agreement as with its own confidential and/or proprietary information, but in no case less than reasonable care.
- 7.6 The Partner shall promptly advise the IHIS of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
- 7.7 If the Partner 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:
- a) notify the IHIS; and
 - b) comply with its reasonable instructions to protect the confidentiality of the information.

8. CONTRACTUAL SANCTIONS

- 8.1 If the Partner fails to organise the event on the agreed date, IHIS is not obliged to pay for any Services provided in connection with its organisation and is entitled to contractual fine of 10 % of the estimated price of the Services.
- 8.2 The contractual penalty is payable within 14 calendar days from the date of delivery of the call for payment to the other party.
- 8.3 Payment of the contractual penalty and default interest shall be without prejudice to the claim of the Contracting Parties to the damages or indemnification in full, or the obligation of the Partner to provide services of agreed quality.

9. GOVERNING LAW AND DISPUTES

- 9.1 This agreement shall be governed by the laws of the Czech Republic and shall be subject to the exclusive jurisdiction of the courts of the Czech Republic.
- 9.2 Should a dispute arise in connection with the interpretation or implementation of this Agreement, the Parties shall endeavour to resolve such dispute in the first instance in an amicable way.
- 9.3 Should a compromise through mediation not be possible, the dispute shall be resolved by a competent court.

10. FINAL PROVISIONS

- 10.1 The Parties acknowledge that this Agreement is subject to publication in the register of contracts pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of these contracts and register of contracts, as amended, and agree with its disclosure. The disclosure shall be effected by the IHIS.
- 10.2 This Agreement shall become valid on the date of its signature and effective on the date of its disclosure in the register of contracts.
- 10.3 The timeline for the performance of the subcontract covers the period from the signature of the subcontract until the end of the Joint Action
- 10.4 The Partner assumes the risk of a fundamental change of circumstances.
- 10.5 If any provision or part of a provision of this Agreement shall be, or is found by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect. The Parties undertake to replace the ineffective provision of this Agreement with such effective provision that shall correspond best by its content and purpose to the content and meaning of the provisions of the original ineffective provision.
- 10.6 This Agreement shall be modified only in a form of upwardly numbered and written amendments executed by both Parties to the Agreement.
- 10.7 The Partner is not entitled to set off any other claims against the claims of the IHIS.
- 10.8 The Partner is not entitled to assign without the prior written consent of the IHIS rights and obligations under this Agreement to a third party.
- 10.9 The appendixes listed below form an integral part of this Agreement:

Appendix No. 1: Scope of the work and budget

Appendix No. 2: Acceptance protocol

10.10 This Agreement has been prepared in 2 (two) counterparts of which each Party shall receive one (1).

10.11 In witness whereof, the Parties hereby affix their signatures to this Agreement.

12. 08. 2021

In Prague on

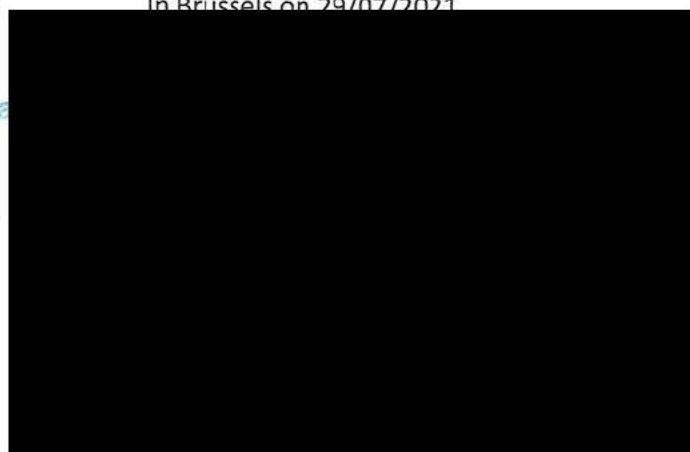


**The Czech Republic – Institute of Health
Information and Statistics of the Czech
Republic**

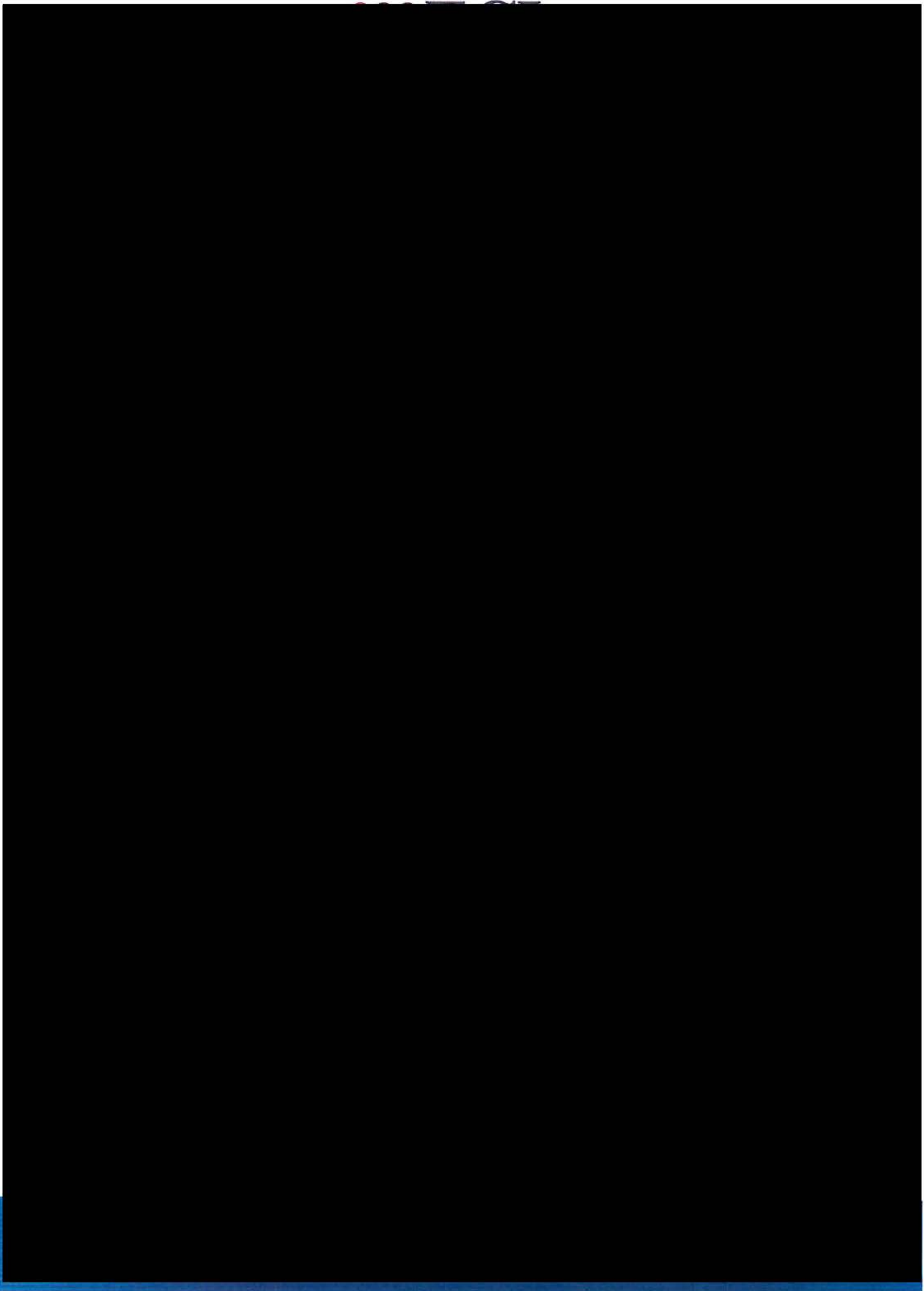
Ladislav Dušek, the director

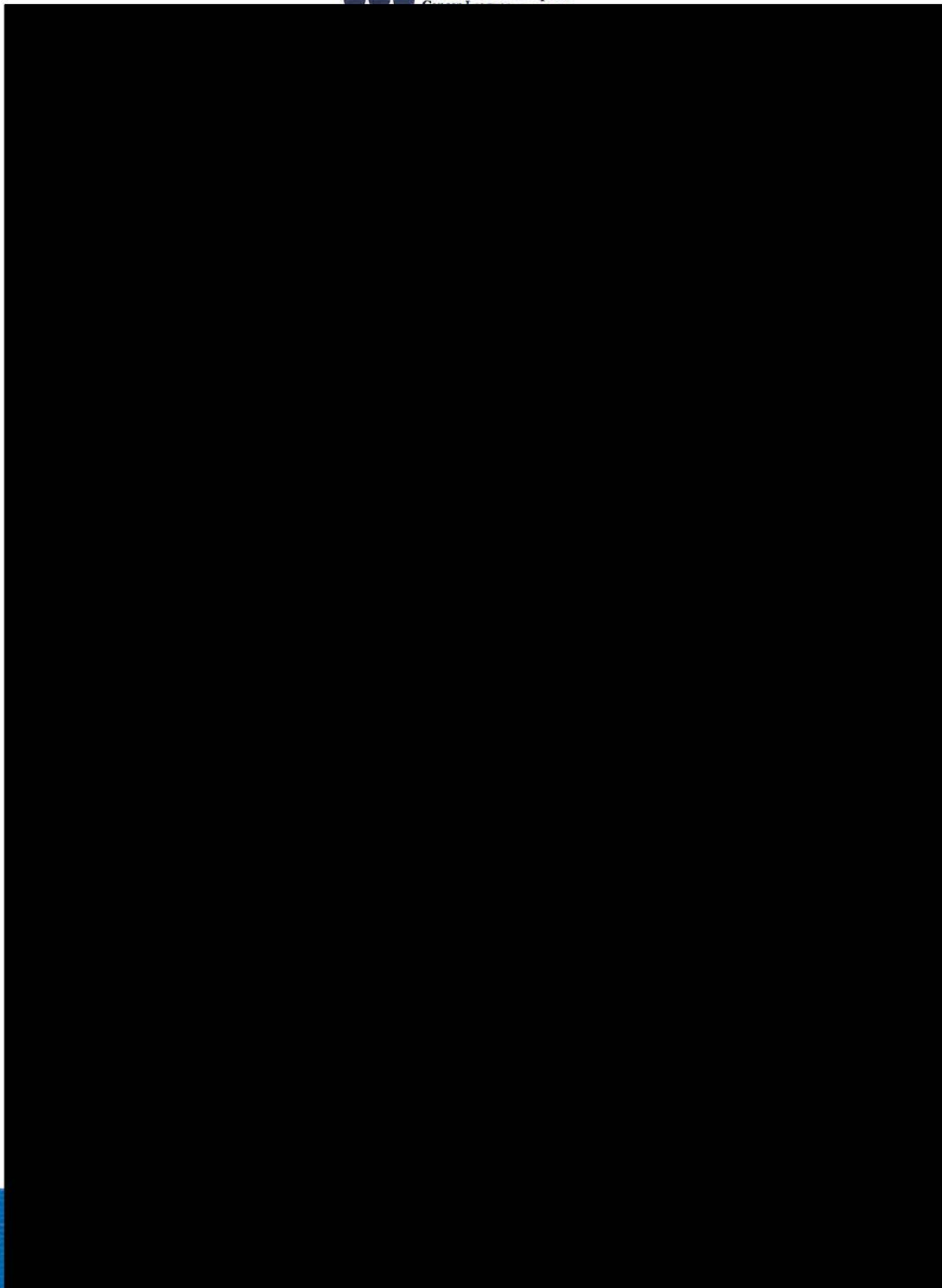
Ústav zdravotnických informací a statistiky ČR
Palackého nám. 4
128 00 Praha 2, P.O. BOX 60
(4)

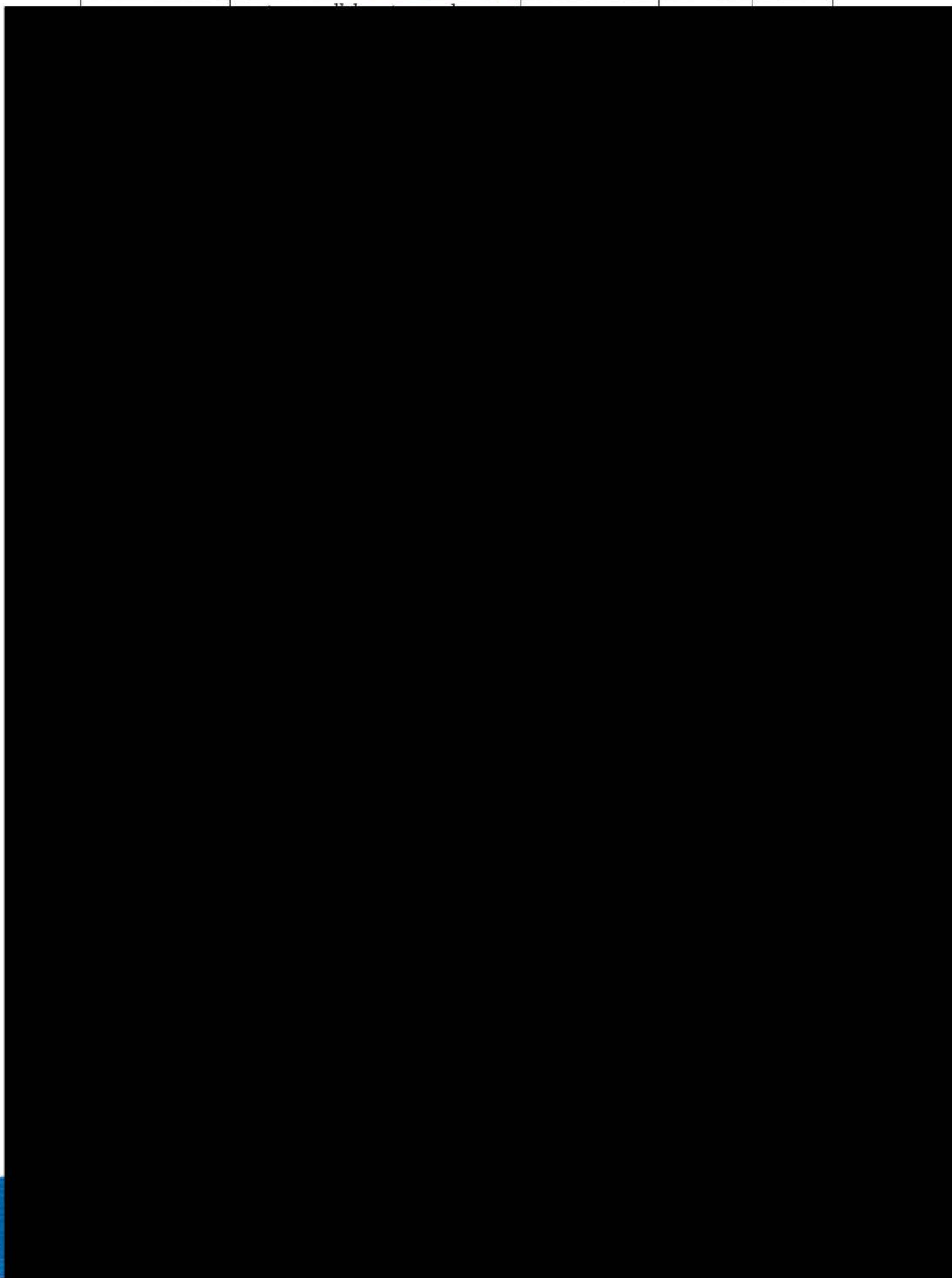
In Brussels on 29/07/2021

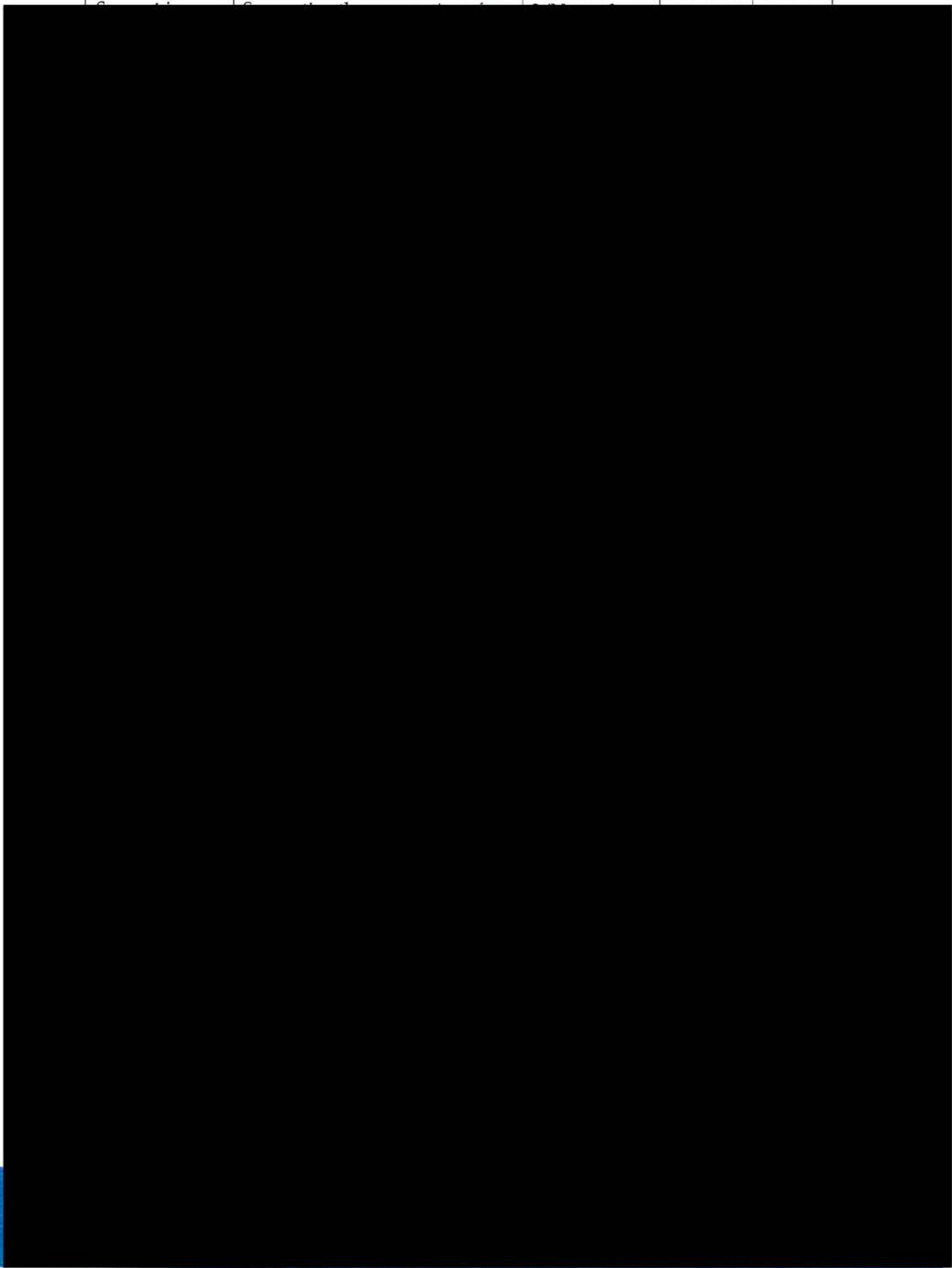


Appendix No. 1: Scope of the work and budget









Appendix No. 2: Acceptance protocol

