**AGREEMENT FOR THE PROVISION OF DE-IDENTIFIED DATA**

This agreement for the Provision of de-identified data (the “**Agreement**”), effective as of the date of last signature (the “**Effective Date**”),

**is by and between**

**GE HealthCare Austria GmbG & Co OG** (“**GE HealthCare**”), a corporation duly organized and existing under the laws of Austria, having its registered office located at Tiefenbach 15, 4871 Zipf, Austria, and registered number FN 222387s acting on behalf of its GE HealthCare division, including corporate affiliates worldwide

**and**

**Všeobecná fakultní nemocnice v Praze** (General University Hospital in Prague) legally represented by xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx (the “**Data Provider**”), located at U Nemocnice 499/2, 128 08 Prague 2, Czech Republic.

GE HealthCare and Data Provider are individually referred to herein as a "**Party**,” and collectively as the "**Parties**”**.**

**WHEREAS**, GE HealthCare is in need of clinical data (such as, for example, clinical images, DICOM data, raw scan data, photographs and customized protocols) from healthcare institutions (referred to herein as "**Data**") for the purposes described herein; and

**WHEREAS**, Data Provider is willing to provide Data to GE HealthCare in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing GE HealthCare and Data Provider agree as follows:

1. Scope. This Agreement contemplates a one-way transfer from Data Provider to GE HealthCare of Data created, received, accessed or maintained by Data Provider in a standard of care/routine/non-research setting.
2. Data.
3. From time to time during the term of this Agreement, Data Provider may provide GE HealthCare with Data from its site/facility. Data Provider agrees that any Data it provides to GE HealthCare hereunder has been de-identified in accordance with the requirements of applicable privacy, data and patient protection laws and in particular the General Data Protection Regulation (EU) 2016/679 (“**Privacy Regulations**”) such that the Data no longer identifies the patient who is the subject of the Data and does not constitute “personal data” as defined under the Privacy Regulations (“**De-Identified Data**”). Some GE HealthCare products include an automated de-identification tool or function; however, GE HealthCare makes no representation or warranty that such tool or function will render Data De-Identified. Data Provider undertakes to comply with applicable laws and guidelines regarding De-Identified Data provided to GE HealthCare to permit use of such Data by GE HealthCare as described in Section 4 below. GE HealthCare hereby undertakes to inform the Data Provider in case the former discovers any personal data within the Data obtained from the Data Provider and shall provide immediate deletion of such personal data.
4. The Data Provider will collect and provide to GE HealthCare Data that shall comply with the requirements stated under Exhibit A (“Data & Compensation”):
5. Compensation, Invoices, Payment. In full consideration for the preparation and anonymization of the Data, GE HealthCare shall pay the compensation set forth in the Exhibit A (“Data & Compensation”) in accordance with the payment terms stated therein, upon receipt of a valid invoice and subject to full communication of the Data to GE HealthCare’s satisfaction. In the event of late payment, the Compensation shall bear interest from the date due until payment is made, the rate of which shall be equal to three (3) times the legal interest rate xxxxxxxxxxxxxxxxx will also be automatically applicable). The parties agree that the Compensation is reasonable and represent the fair market value for the Data. The Compensation shall be paid within ninety (90) days from the date of issue of the invoice.
6. Use by GE HealthCare. Data Provider grants to GE HealthCare and its affiliates worldwide a non-exclusive, worldwide, perpetual, royalty-free right and license, including the right to sublicense, to use, copy, reproduce, alter, incorporate, modify and display the Data, in whole or in part, and to create derivative works based thereon, for at least the following purposes: (i) internal technology and product development, (ii) internal and external education and training, (iii) regulatory submissions, and (iv) marketing and product documentation.
7. Compliance with Laws. GE HealthCare and Data Provider shall comply with all applicable laws and regulations, including without limitation relating to the protection of personal data and medical confidentiality, in the framework of the collection, processing and/or the use of the Data contemplated herein.
8. Governing Law; Disputes. The laws of Czech Republic will govern any dispute between the Parties. Disputes arising under or relating to this Agreement will be submitted to the competent courts of the Czech Republic.
9. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue in full force and effect for a period of one (1) year, unless terminated earlier in accordance with this Agreement. Either Party may terminate this Agreement without cause and for its convenience at any time upon written notice to the other Party.
10. GE HealthCare takes into account that the Data Provider is obliged to publish the Agreement in the registry of contracts in accordance with applicable laws. Parties agree that the Data Provider shall publish a version of this Agreement which GE HealthCare shall prepare and provide to the Data Provider for this purpose promptly after the Agreement is fully executed by all Parties. Version of this Agreement intended for publication shall be in machine-readable format in electronic form sent to the e-mail address xxxxxxxxxxxxxxx.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

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| **GE HealthCare**  | **Data Provider** |
| Name | Name |
| Title | Title |
| Date | Date |
|  |  |

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**Exhibit A – Data & Compensation**

1. Data: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Details of the data acquisition are described in separate data collection protocols.

1. Compensation: The Institution accepts a payment of 3,000 (three thousand) EUROS excl. VAT for the provision of the data sets.
2. Payments under this Agreement shall be made solely by non-cash transfer to Data provider’s funds account specified below:

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| Account name  | Všeobecná fakultní nemocnice v Praze (General University Hospital in Prague)  |
| Account number  | 34534-24035021 |
| Bank code | 0710 |
| IBAN  | CZ06 0710 0345 3400 2403 5021 |
| Bank name  | Česká národní banka |
| Bank address  | Na Příkopě 28 |
| City, Postal Code, Country  | Prague 1, 115 03, Czech Republic |
| Swift Code  | CNBACZPP |

The Compensation to the Data Provider must be paid within 45 days following the day GE HealthCare receives a relevant tax document (invoice).