



Ministério da
Ciência,
Tecnologia e
Inovação



Ministry of Health of the Slovak Republic



05/2014

AGREEMENT ON COOPERATION IN A RESEARCH PROJECT

Additive Term – AT – regarding to the previous cooperation term “An Evaluation of the management of the Information Systems (IS) and Technologies (IT) in Hospitals (GESITI/Hospitals): The Region of the Technical University of Košice, Slovakia“, which was signed by the Faculty of Economics, Technical University of Košice and GESITI/HOSPITALS on 13th October 2011.

Term I.

Cooperating Parties

1. Faculty of Economics Technical University of Košice – main coordinating partner in the Slovak Republic

Represented by: prof. RNDr. Vincent Šoltés, CSc., Dean of Faculty
Contact address: Nĕmcovej 32, 040 01 Košice
Company ID No: 00397610
Tax ID No: 2020486710
Bank connection: Štátna pokladnica, Radlinského 32, Bratislava
Account number: 7000082001/8180
(hereinafter only “EkF TUKE“)

2. Center for Information Technology Renato Archer (CTI - CNPJ: 04.822.500/0001-60) – The Project “An evaluation of the Management Information System and Technology in Hospitals“ (GESITI/HOSPITALS); the GESITI/Hospitals Project - as main coordinating partner in Brazil

Represented by: prof. Dr. Antonio José Balloni

Contact address: Center for Information Technology Renato Archer - CTI Rodovia D. Pedro I (SP - 65) Km 143,6 - Campinas - São Paulo Brazil Postal Code: 13069-901
(hereinafter only "GESITI/HOSPITALS").

3. Ministry of Health of the Slovak Republic – cooperating partner

Represented by: Ing. Martin Senčák, General Secretary of Ministry of Health of the Slovak Republic
Contact address: Limbová 2, 837 52 Bratislava 37
Company ID No: 165565
Tax ID No: 2020830141
Bank connection: Štátna pokladnica
Account number: 7000150115/8180
(hereinafter only "MZ SR")

4. National Health Information Center – cooperating partner

Represented by: Ing. Ľuboš Černý, CEO of NCZI
Contact address: Lazaretská 26, 811 09 Bratislava 1
Company ID No: 00165387
Tax ID No: 2020830119
Bank connection: Štátna pokladnica
Account number: 7000185166/8180
(hereinafter only "NCZI" and together with EkF TUKE, GESITI/HOSPITALS and MZ SR hereinafter only "cooperating parties").

Term II.

Scope of Agreement

The subject of the agreement is a cooperation of EkF TUKE and the GESITI/HOSPITALS within the research project named EkF TUKE - GESITI/HOSPITALS 2013-2015. It has the purpose of mapping out the process of health care system informatization in both national and international context. The aim of the research project EkF TUKE - GESITI/HOSPITALS 2013-2015 is the latest acquisition of theoretical and practical knowledge and experience in the field of information of health system and thereby contributes to the efficiency improvement in relation to the implementation of eHealth in Slovakia and, also, the same for others international partners which must be involved in a specific cooperation term as stated in the Term IV of this agreement. Research activities also will contribute to the development of scientific research, publishing and editorial activities of all parties.

Term III.

Specification of research activities

1. Research activities will be conducted under the auspices of the project EkF TUKE Slovakia - GESITI/HOSPITALS 2013-2015 (hereinafter only "EkF TUKE - GESITI/HOSPITALS 2013-2015").
2. The project EkF TUKE - GESITI/HOSPITALS 2013 - 2015 follows the outputs of the project (completed in 2012) *"An Evaluation of the Management of the Information Systems (IS) and Technologies (IT) in Hospitals" (GESITI/Hospitals): The Region of the Technical University of Košice, Slovakia*, as has been mentioned in the Term I of this agreement.
3. As mentioned in Term II of this agreement, this research project will be implemented in two research lines: the national and international. Its institutional arrangements (marked with yellow), process-output activities (marked with gray) and result activities (marked with red) are presented in the figure (See Annexes nom. 1. of the Agreement on Cooperation in a Research Project). With respect to the structure the project will consist of four continuous phases:
 - 3.1. The preparatory phase of research:
Definition of the problem and the research objective, orientation analysis of the situation, regional localization and institutional specification of the research sample (hospitals in Slovakia), a research plan in selected hospitals, consultations within the preparation of documents for the creation and review of research materials with parties in Slovakia and Brazil and further preparation related activities.
 - 3.2. The implementation phase of research: the data collection according to predefined criteria and methodology, analytical work, preparing of presentation and publication outputs of the project phases. For all others countries in cooperation with EkF TUKE – GESITI/HOSPITALS 2013-2015, specific cooperation terms must be appointed in special agreements.
 - 3.3. Dissemination phase of research: final report for the parties, the specific forms of dissemination (presentation at conferences, workshops, forums, etc.) but the specific goal-oriented professional and scientific research publications will be the subject of special agreements between EkF TUKE and other parties (the agreements will contain the copyright of publications and forms of dissemination – e.g. promotion, sale etc.).
4. Research will be conducted during the period 2013 – 2015. For the universities from others countries, the acceptance of news cooperation could be extended up 2017. The research cooperation with others countries will include extra agreements with those respective cooperating partners. The conditions of the Term of Cooperation will be presented for each country which will join the project research in cooperation with GESITI & TUKE. This extra agreement will allow the new country to access to the online Prospective Questionnaire, use of fit, data elaboration, timeline etc.

Very Important Remark: Regarding the Slovak health care sector, this present Term of Cooperation is the final, as signed below. For all others countries, including Slovakia, a full Local Research Report (RPL) must be delivered to GESITI Project. This RPL will be published in the site of the GESITI/Project as has been published all RPL - from all countries.

Term IV.

Form and manner of cooperation

1. Ministry of Health and NCZI will provide all available documents, information and data necessary to prepare documents and analyses in the range specified in the process-output activities and result activities agreed based on the Annexes nom.1. Documents and information may also be provided by reference to published data if available.
2. Based on details provided in accordance with paragraph 1 of this agreement the main coordinating partner in Slovakia EkF TUKE is committed to execute the agreed research and development activities, including the required analysis and deliver the output research study at the agreed date to all Cooperating Parties
3. The main coordinating partner in Slovakia EkF TUKE will inform all parties about the individual phases of research - planned and implemented, as well as about the outcomes – in details in the final report of the research for all parties, including the date by which the EkF TUKE is committed to provide the outputs.
4. The role of the General coordinating partner in Brazil GESITI/HOSPITALS will be support of the development of international cooperation on the platform of its existing relationships in this research area and in intentions of international contacts gained throughout the genesis of the project GESITI/HOSPITALS in Brazil. As mentioned before, a specific Cooperation Term will be signed between this country and GESITI/HOSPITALS & TUKE.
5. In response to paragraph 4 the main Coordinating Party in Brazil GESITI/HOSPITALS informs the Cooperating Party EkF TUKE about any matter related to contacting potential research partners in each country (university or company) and they jointly agree on special conditions for entering another partner in the project as well as conditions for the disclosure and use of the research material.
6. The Cooperating Parties mentioned in paragraph 1 have agreed to jointly present the results of research activities that will be implemented by mutual agreement of the Cooperating Parties (also individually represented) depending on the method and form of presentation.
7. For the purpose described in paragraph 2 and 6 of this Cooperation Term the EkF TUKE is committed to cooperate with cooperating Parties in jointly presentation of the findings of

the research, preparation of partial output from the present research and belonging analytical activities by mutual agreement.

8. Within connection to Term III. of this agreement, main coordinating partners ensure dissemination of research outputs (with indicating all participating parties) also with international scientific information channels, and will seek targeted intention to disseminate the outputs in various countries with an intention to promote beneficial popularization of research outputs also in countries outside the Cooperating Parties.
9. The Cooperating Parties note that results of the work which is the subject of the cooperation under this Agreement may comply a nature of copyright works and for this purpose EkF TUKE grants to the Cooperating Parties, in accordance to Act. 618/2003 of copyright and rights related to copyright as amended, a free exclusive license with validity in the territory of the Slovak Republic and Brazil for an indefinite period, for the purposes of scientific publishing the research output reports obtained under this Agreement. A special remark must be carried out: the Prospective Questionnaire – PQ - which has been in use in all cooperation is copyrighted towards GESITI/Hospitals as not-published document – and for this Term of Cooperation it is allowed the TUKE to make use of this PQ as well to insert the same in its TUKE SYSTEM - for TUKE use and, also, for the others countries use in accordance to the Cooperation Term which contains the PQ – in its full version or its parts or even modified as mentioned in the item 3.2 of the Term III of this agreement.

Term V.

Financial aspects of cooperation

1. Participation in the project EkF TUKE – GESITI/HOSPITALS 2013-2015 is gratuitous and does not bring any financial losses or financial benefits.
2. The Cooperating Parties mentioned in the paragraph 1, Term IV. of this agreement, agree that the follow-up scientific research cooperation will be implemented by the economic possibilities of the Cooperating Parties in accordance with the principles of efficiency and mutual benefit. Specific financial coverage of the implementation of cooperation activities associated with down streaming scientific research activities of the project EkF TUKE – GESITI/HOSPITALS 2013-2015 will be the subject of specific agreements and will be handled by separate written amendments to the contract. Furthermore, this present cooperation has force of law for TUKE aiming the hospitals management research in all Slovakia and the permission for making use of the PQ – copyrighted to CTI/GESITI.

Term VI.

Responsibility

1. The Cooperating Parties agree that the acquired knowledge in the implementation of the Contract will be used solely for scientific research purposes of the Cooperating Parties.
2. About all the facts on which the parties acquire knowledge in the performance of the Contract are required to keep confidential. This obligation of confidentiality also applies after the termination of this contract. The same duty of confidentiality applies to the third parties. In the infringements of this obligation is Cooperating Party responsible for damage what was done.
3. Responsible people of the Cooperating Parties are:
 - a) EkF TUKE: doc. Ing. Beáta Gavurová, PhD. MBA
 - b) GESITI/HOSPITALS: prof. Dr. Antonio José Balloni
 - c) MZ SR: Ing. Martin Senčák
 - d) NCZI: Ing. Ľuboš Černý
4. Personal provision of research activities on the main coordinating partner EkF TUKE will be:
 - a) doc. Ing. Beáta Gavurová, PhD. MBA
 - b) prof. RNDr. Vincent Šoltés, CSc.
 - c) doc. Ing. Michal Šoltés, PhD.
5. Beáta Gavurová (research coordinator for Slovakia) is responsible for implementation of research in all its phases under Term III of this agreement.
6. Prof. Dr. Antonio José Balloni (research coordinator for Brazil) is responsible for activities mentioned in Term IV of the main coordinating partner in Brazil.
7. Scientific publications generated by the research project EkF TUKE – GESITY/HOSPITALS 2013-2015 do not reveal any information about individual hospitals and no information on other research participants will be provided to individual hospitals. Published will be only integrated data for the whole region. This commitment applies to all staff involved in research and Beáta Gavurová is responsible. Therefore, the confidentiality of information is guaranteed and research results will be used only for achieving the above stated objective of the project, including publications in specialized scientific literature.

Term VII.

General and final clauses

1. If necessary specific agreements with respect to individual cooperation forms related to the research project will be signed according to conditions provided by the cooperating parties.



2. The agreement on cooperation in research activities is closed on unlimited duration.
3. Cooperation can be terminated by written agreement of the Cooperating Parties or written notice of any of the Cooperating Parties without providing the reason. The period of notice is one month from delivery the notice to the other Cooperating Party.
4. Changes and amendments of this agreement can only be made in written form upon approval of all cooperating parties.
5. This agreement is mandatorily published in accordance with § 5 of Act no. 211/2000 on free access to information and amending to certain laws (Freedom of Information Act), as amended.
6. This Agreement will enter into force on the date signature of the Cooperating Parties and force the day following its publication in the central register of agreements under the provisions of § 47a of the Act. 40/1964 Coll. Civil Code, as amended, and § 5 of Act no. 211/2000 on free access to information and amending to certain laws (Freedom of Information Act), as amended.
7. The Cooperating Parties declare that in time of conclusion of the Cooperation are not aware of any circumstances which would prevent or exclude the conclusion of such an agreement respectively which could be a serious impediment to its fulfillment.
8. The Cooperating Parties declare that this agreement on cooperation in a research project „An Evaluation of the management of the Information Systems (IS) and Technologies (IT) in Hospitals” (GESITI/Hospitals): The Region of the Technical University of Košice, Slovakia“ from 13 October 2011 are not bound agreements according to §275 of Act. 513/1991 Coll. Civil Code, as amended
9. This Agreement is concluded freely, seriously and expresses the will of the Cooperating Parties. This Agreement is managed by the Slovak legislation. It is made in two copies, each party receive a copy. In case of discrepancies the Slovak Agreement is decisive.



Cooperating Parties - the main coordinators



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prof. RNDr. Vincent Šoltés, CSc.
Dean of Faculty of economics Technical
university of Košice



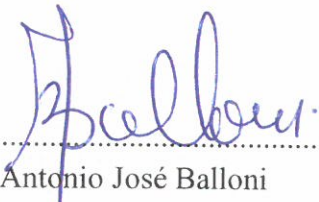
In Košice on 17.10.2013.....

Cooperating Parties - cooperating partners



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Ing. Martin Senčák
General Secretary of Ministry of Health of
the Slovak Republic

In Bratislava on 17.10.2013.....



.....
prof. Dr. Antonio José Balloni
— GESITI/Hospital Project – from the Center
for Information Technology Renato Archer
(CTI) .



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Ing. Ľuboš Černý
CEO of National Health Information Center

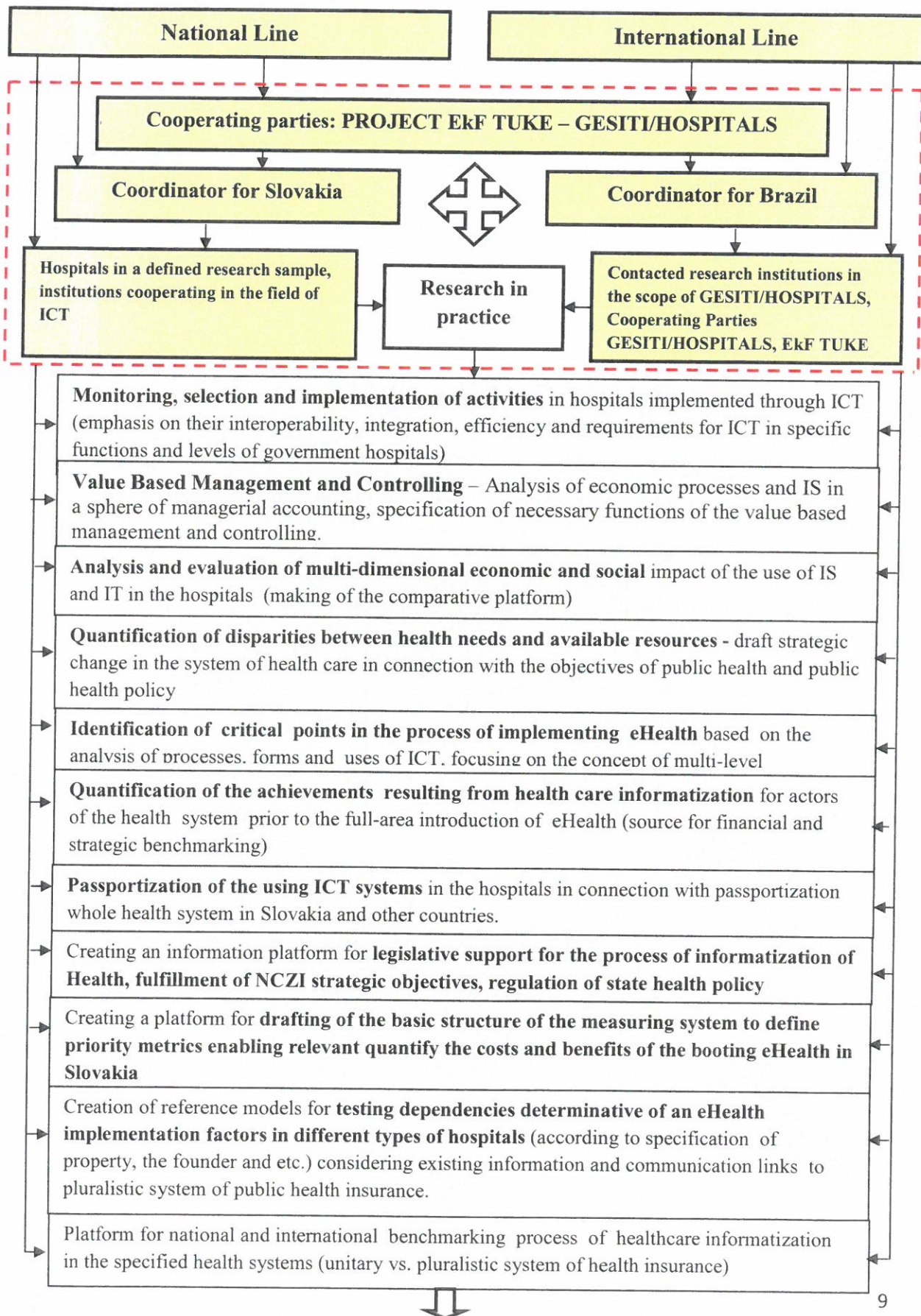
In Bratislava on 12-12-2013.....

In Bratislava on 17.10.2013.....



Figure no.1: Content and process research structure

Source: EkF TUKE



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Project research report

Regarding the Slovak health care sector, this present Term of Cooperation is the final, as signed below. For all others countries, including Slovakia, a full Local Research Report (RPL) must be delivered to GESITI Project. This RPL will be published in the site of the GESITI/Project as has been published all RPL -from all countries-.

Output dissemination based on individual agreements with contracting parties

Research material will be in a form of an online questionnaire (Prospective Questionnaire – PQ) with password protected access in two languages - Slovak and English - , which will be disseminated by main Slovak and Brazil research coordinators. EkF TUKE will be responsible for its content and format. The TUKE SYSTEM must generate - automatically - a full report which must have the figures corresponding to each the questions from the PQ. This report will not present any analyses or correlations studies. With this full report - data not processed and figures corresponding to each the questions from the PQ -, the International cooperator will make analyses of correlations and others studies. By last, a Full Final Local Research Report – RPL - from these others countries must be delivered to GESITI and TUKE for free publication. The details of the particular Cooperation Term between GESITI&TUKE and a specific University from another country - other than Slovakia - will be detailed on demand by the interested country as stated in the item 3.2 and 3.3 of Term III. of this AGREEMENT ON COOPERATION IN A RESEARCH PROJECT.

The original Prospective Questionnaire mentioned is copyrighted from GESITI/HOSPITALS and will be utilized in this TUKE SYSTEM. Therefore the results from the research carried out by TUKE inside Slovakia belongs to TUKE and a Full Final Local Research Report -RPL- must be delivered from TUKE to CTI/GESITI for publication report. Further research material – RPL - generated by others countries connected to the present agreement will be in copyright of GESITI/HOSPITALS, EkF TUKE and the Ministry of Health of the SR and will be also published as a RPL report in according to item 3.1. of Term III of this agreement.

Cooperation within the scientific research activities with other countries will be an object of specific agreements signed with the respective countries. Conditions of this agreements on cooperation will be announces to each further contracting country gaining thus access to the questionnaire.

International cooperation with renowned ICT institutions (incl. scientific publications)

Regarding international publication, for all coordinators involved - from Slovakia to any other country -, the international publication must, necessarily, have as TUKE and GESITI Project as co-author. Within the research report, Antonio José Balloni will always be the final author. Within the international publications of the research, Antonio José Balloni will be the second author. The specific conditions for others countries will be written in specific Term of Cooperation between EkF TUKE, GESITI/HOSPITALS and the respective country.