Code of Conduct for TEF Health Experts

Evaluation for TEF Health Call #1

1. TEF-Health

Under the Digital Europe Programme, the European Commission, in collaboration with Member States, is co-financing a five (5) years project, started from 2023 under the acronym "TEF-Health, Testing and Experimentation Facility for Health AI and Robotics" (Project: 101100700 — TEF-Health — DIGITAL-2022-CLOUD-AI-02). The project aims to support developers in the healthcare Artificial Intelligence (AI) Robotics sector, enabling them to bring trustworthy AI/robotic solutions to the market with increased efficiency, and fostering their widespread adoption across Europe.

TEF-Health is equipped to provide validation through services for AI and robotics-based solutions across various medical domains. This current Call is a gateway to identify the ideal partner for collaboratively designing and conducting a validation study for ground-breaking healthcare products or services, rooted in AI or robotics technology. TEF-Health will connect start-ups and SMEs to the best Research Centres and Laboratories, Universities and Hospitals within Europe that can help to test their solutions with high-quality data, patients, clinicians, and medical staff, so they can get one step closer to go to market.

2. Definitions

Applicant companies (or company): start-ups and SMEs, and more generally, companies which propose projects in order to be selected, according to this Call, to benefit from the connexion, allowed by the Call, to TEF Health Research Centres and Laboratories, Universities and Hospitals with the purpose of testing and validating their solutions.

Assignment/Work: tasks assigned to each Expert as it relates to the Evaluation of each individual project proposed by an Applicant company. In includes the scoring and justification of each Evaluation criteria set in the Call document.

Confidential Documents: Any materials/documents/reports/supplies/files, in paper or electronic, which contain -or might contain- Confidential information.

Confidential information: any information which (i) is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question; (ii) has commercial value because it is secret and; (iii) has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.

The concept of Confidential Information may include, but is not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of the Applicant company, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information,

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invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information.

Conflict of Interest: a "Conflict of Interest" exists if an Expert: i) has any vested interests in relation to the questions upon which the Expert is asked to give advice on; ii) stands to benefit directly or indirectly, or be disadvantaged, as a direct result of the Assignment/work carried out; iii) has a close family or personal relationship with any person representing an Applicant company and/or a shareholder, and/or an Affiliate thereof ("**Affiliate**" means any company controlling, controlled by, or under common control with an applying legal entity, with "**control**" meaning directly or indirectly owning or controlling at least 50 % of such companies voting stock, or possessing the power, whether directly or indirectly, to direct or cause the direction of its management and policies.); iv) is an Affiliate of an Applicant company; v) is a managing director, member of the advisory board, trustee, or partner, or is in any other way involved in the management of an Applicant company and/or an Affiliate thereof; vi) is employed or contracted or volunteers by an Applicant company and/or an Affiliate thereof, or any named subcontractors thereof; or vii) is in any other situation that compromises his/her/its ability to carry out his/her/its work relating to the Evaluation impartially.

A Conflict of Interest may also exist if the TEF Health Call managers decide that one exists, taking into account the objective circumstances, available information, and related risks, if an Expert: i) was employed by an Applicant company or an Affiliate thereof in the last three (3) years; ii) is involved in a contract or grant agreement, grant decision or management structures (*e.g.*, member of management or advisory board etc.), research collaboration with an Applicant company or an Affiliate thereof, the fellow researcher, or had been so in the last three (3) years; or iii) is in any other situation that could cast doubt on the Expert's ability to perform the Assignment/work, or that could reasonably appear to do so in the eyes of a third party.

Evaluation: review process carried out by the Expert to assess whether the project proposed by an Applicant company aligns with the objectives of the Call and meets the specified criteria.

Expert: individual with specialized knowledge, experience, and proficiency in assessing the quality, feasibility, and alignment of the project proposed by an Applicant company with the objectives and criteria set forth in the Call document.

TEF Health Call managers: in the context of a TEF Health Call, call managers are the individuals from the Call managing organization dedicated to prepare and implement all the processes dedicated to the recruitment, evaluation and selection of the Applicant companies that will be connected to TEF Health Research Centres and Laboratories, Universities and Hospitals with the purpose of testing and validating their solutions.

3. TEF Health Experts Role

In the context of TEF Health Call #1, each Expert will assess the projects proposed by the Applicant companies within set evaluation criteria according to their best knowledge and capacities. The

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Evaluation will be completed remote via the Smart Simple tool. All scores and feedback will be stored and submitted via Smart Simple, according to a common evaluation grid. Selection of the Applicant companies will be strictly based on the scores assigned by the Experts.

4. Performance of the Evaluation

4.1 The Expert shall perform the Evaluation in compliance with its provisions and all legal obligations under applicable EU, international and national law. The Expert shall do so fully within the set deadlines and to the highest professional standards.

4.2 The Expert works independently, in a personal capacity and not on behalf of any organization.

4.3 The Expert shall:

4.3.1 carry out the Evaluation in a confidential and fair way;

4.3.2 follow any instructions and time-schedules given and deliver consistently high-quality work.

4.3.3 write full, clear, and respectful sentences.

4.4 The Expert may not delegate another person or legal entity, or be replaced by any other person or legal entity, to carry out the Evaluation or any part of it.

5. Obligations of impartiality

5.1 The Expert shall perform his/her/its work relating to the Evaluation impartially and independently. To this end, the Expert is required to:

5.1.1 refuse to continue to act as an Expert, if he/she/it has any doubt as to his/her/its ability to be impartial or independent;

5.1.2 inform TEF Health Call managers of any Conflicts of Interest (see the definition provided below) as soon as he/she/it learns of them; and

5.1.3 confirm there is no Conflict of Interest for the work the Expert is carrying out by accepting this declaration form.

5.2 Consequences of a situation of Conflict of Interest:

5.2.1 If a Conflict of Interest is reported by the Expert or established by TEF Health Call managers, the Expert must resign immediately from the Evaluation. TEF Health Call managers have the right to replace the Expert.

5.2.2 If it is revealed in the course of the Expert's work relating to the Evaluation that the Expert has knowingly concealed a Conflict of Interest, the Expert will be immediately excluded. Any work already carried out by the Expert relating to the Evaluation will be declared null.

6. Obligations of confidentiality

6.1 The Expert shall treat as confidential all information and documents, in whatever form (i.e., paper, or electronic), disclosed in writing or orally in relation to the performance of the

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Evaluation, that correspond to the definitions of Confidential information and/or Confidential documents provided above.

6.2 The Expert acknowledges that the secrecy of any Confidential Information is of a high importance for TEF Health Call managers and/or for the Applicant company, that the Confidential information has been developed and obtained through great efforts by TEF Health Call managers and/or by the Applicant company and is regarded by TEF Health Call managers and/or by the Applicant company as trade secret.

6.3 The Expert undertakes to observe strict confidentiality in relation to his/her/its work relating to the Evaluation. To this end, the Expert shall not use or disclose, directly or indirectly, Confidential Information for any purpose other than fulfilling his/her/its obligations for the purpose of the Evaluation.

6.4 In particular, the Expert shall not:

6.4.1 discuss Confidential Information or the work relating to the Evaluation with others, including other Experts which are not directly involved in the Expert´s Evaluation; or

6.4.2 disclose any detail of Confidential Information or his/her/its work relating to the Evaluation and its outcomes for any purpose other than fulfilling the obligations under the Evaluation.

6.5 If the Expert is provided with Confidential Documents, in paper or electronic form, the Expert shall be responsible for maintaining the confidentiality of the Confidential Documents provided and for returning, deleting, or destroying all Confidential Documents as instructed at the end of the Evaluation. If the Expert does not receive instructions upon completion of the Evaluation, all Confidential Documents shall be deleted or destroyed upon completion of the Evaluation immediately and without further request.

6.6 If the Expert seeks further information (e.g., through the internet, specialized databases, etc.) to complete the work relating to the Evaluation, the Expert shall:

6.6.1 respect the overall rules for confidentiality for obtaining such information; and

6.6.2 not contact third parties without prior written consent of TEF Health Call managers.

6.7 The confidentiality obligations under this Code of Conduct are binding on the Expert during the performance of the Evaluation and shall remain in force for a period of five (5) years after the termination of the Evaluation unless:

6.7.1 TEF Health Call managers release the Expert from the confidentiality obligations under this Code of Conduct earlier in writing;

6.7.2 the Confidential Information becomes public through other channels other than through a disclosure by the Expert in breach of the confidentiality obligations under this Code of Conduct; or

6.7.3 disclosure of the Confidential Information is required by law, regulatory authority, the rules of any national securities exchange or other applicable judicial or governmental order, or otherwise are legally compelled (*e.g.*, by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or

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similar process (collectively "**Law**"). In this case the Expert will give prompt notice to TEF Health Call managers (unless reasonably impracticable or prohibited by Law). The Expert shall furnish only that portion of the Confidential Information which is required or requested.

By accepting this Code of Conduct, the Expert confirms that s/he has read, understood, and accepted all the obligations and conditions it sets out.

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