



Swiss Health
Data Space

Expedition Agreement

between

Swiss Health Data Space Association,
c/o Ernst Hafen, Hochstrasse 95, 8044 Zurich

(«**GdS**»)

and

«**Salutonaut**»

collectively with GdS, the «**Parties**»

1. Preliminary Note

GdS is a politically and denominationally independent association in accordance with Art. 60 et seq. of the Swiss Civil Code, which does not pursue commercial purposes and does not seek profits.

2. Subject and Purpose of the Expedition

In this Expedition Agreement, GdS and the Salutonaut agree to collaborate on the project "Expedition into the Health Data Space" ("**Project**") led by GdS.

The Project aims to (i) independently assess the user-friendliness, usability, and security of the existing health data accounts according to GdS's website

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("GdS Website," <https://gesundheitsdatenraum.ch>), and (ii) describe the requirements for a health data account that represents the needs and expectations of the Salutonaut.

3. Components of the Expedition Agreement

The Expedition Agreement comprises the text of the Expedition Agreement and references to the GdS Website contained therein. The contents of the GdS Website may be updated by GdS.

4. Salutonaut's Project Tasks

The Salutonaut aims to accomplish the following tasks:

- i. Collecting health data within the agreed timeframe as provided by GdS digitally via the GdS Website's Expedition platform ("**LogBook**");
- ii. Storage of the data in a health data account specified on the GdS homepage in accordance with the information provided by the provider of the corresponding service;
- iii. Documenting activities, progress, and completion of tasks, as well as actively participating in discussions in the LogBook throughout the entire expedition; and
- iv. Managing all tasks and documentation in the LogBook, including final documentation.

The Salutonaut uses its own infrastructure and work structure to carry out the project tasks and does so for its own account.

The Salutonaut is free in the execution of the project tasks and is not bound by any specifications of GdS (in particular with regard to the choice of a health data account named on the GdS homepage or the assessment of the experience gained).

5. Project Tasks GdS

GdS undertakes to perform (independently or with the assistance of a third party carefully selected by GdS («**Third Party**»)) the following tasks:

- i. Making the logbook available via the GdS homepage;

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- ii. Supporting the Salutonaut in the collection and storage of health data in accordance with sections 4 (i) to (iv) in the health data accounts selected by the Salutonaut;
- iii. Compilation of experience reports («compilation») of all project participants and public publication of the compilation by October 31, 2024;
- iv. Development of content, technical and legal requirements for a health account based on the survey and public publication of the results by the end of 2024;
- v. Carrying out security tests of the providers' health data accounts in accordance with the homepage; and
- vi. Regular information on the activities, developments and events of GdS.

6. Communication

Communication always takes place in the logbook. The parties inform each other of any processing difficulties or unforeseen delays.

7. Entry into force, contract term and termination

The expedition agreement comes into force after it has been signed and the expedition contribution of CHF 500 has been paid by the Salutonaut for participation in the expedition (**«entry into force»**). This fee includes the association membership (CHF 150) and the participation fee of CHF 350. Existing members will only be invoiced for the expedition fee.

The contractual relationship exists for the duration of the Salutonaut's participation in the project and ends with the completion of all tasks specified in the logbook.

The contractual relationship can be terminated by the Salutonaut with 5 days' notice and without giving reasons. GdS may terminate the contract at any time for good cause by giving 5 days' notice. The termination must be in writing to be effective.

In the event of termination, regardless of which party terminates the contract, the membership fee will not be refunded.

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The Salutonaut has the right to have all data stored by the Salutonaut through GdS deleted.

8. Liability and Warranty

GdS shall not be liable to Salutonaut for any material damage incurred by Salutonaut: In despite careful fulfillment of the tasks mentioned in Section 5, provided that there is no unlawful intent or gross negligence. In particular, GdS shall not be liable in any way for the performance of the health data accounts to be tested as part of the expedition.

The actions of third parties shall be attributed to GdS as if they were its own actions. This does not apply to doctors who have been selected by the Salutonaut to carry out examinations as part of the expedition; these doctors are liable for themselves.

The Salutonaut shall not be liable to GdS for any damage incurred by GdS as a result of the improper fulfillment of the tasks mentioned in section 4, provided there is no unlawful intent or gross negligence.

Both parties comply with the provisions of the Data Protection Act (DSG) and the implementing provisions in the new Data Protection Ordinance (DSV) and the new Ordinance on Data Protection Certifications (VDSZ) of September 1, 2023.

9. Confidentiality

GdS shall refrain from any efforts to gain knowledge of health data from the Salutonaut. Should such data nevertheless come to the knowledge of GdS, GdS is obliged to maintain secrecy about any health data of the Salutonaut that has become known. This duty of confidentiality shall continue to apply even after the expedition agreement has ended.

The Salutonaut expressly agrees to the public publication of the compilation in accordance with clause 5. iii;

GdS is entitled to retain the contact details of the Salutonaut after the term of the contract.

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10. Amendments

Subject to clause 3, amendments to the forwarding agreement must be made in writing to be effective.

11. Severability clause

Should individual provisions of this expedition agreement be invalid, this shall not result in the invalidity or ineffectiveness of the expedition agreement; the remaining provisions shall retain their validity.

12. Place of jurisdiction, applicable law, and legally authoritative version

The parties agree that Zurich shall be the exclusive place of jurisdiction. The forwarding agreement is subject to Swiss law.

The parties agree that, in case of a dispute, the German version of this contract and its stipulations shall be the only version that is applicable in a court of law.

13. Consent

Read, understood ,and agreed to the agreement.

(mandatory field, acceptance must be logged in the system)