

# Contract

## **This agreement is made between**

KTQ GmbH  
Garnisonkirchplatz 1  
10178 Berlin  
Germany  
- hereinafter called KTQ -

## **and the**

Ministry of Health  
Labour and Social Affairs of Georgia  
144, Ak. Tsereteli Ave.  
Tbilisi 0119  
Georgia  
- hereinafter called MOH -

## **Preamble**

KTQ is the owner of

- the trademark KTQ. KTQ is the abbreviation of „Kooperation für Transparenz und Qualität im Gesundheitswesen“ – Cooperation for transparency and quality in the healthcare system,
- the KTQ-certification approach for hospitals, rehabilitation centers and practitioners and
- the KTQ-manuals for the mentioned certification approaches. The KTQ-manuals contain the know-how of KTQ regarding what defines quality and how can this quality be evaluated.

In the last two decades several thousand certification approaches have been mastered by German hospitals, rehabilitation centers and practitioners. The KTQ approach largely influenced regulations regarding quality management in Germany.

Key to success of KTQ is the fact, that the approach is developed by experts of the German healthcare system. In addition, each certification process is carried out by three KTQ-trained experts who work in three different German healthcare system.

Hospitals can benefit from this knowledge and evaluate quality by working with the KTQ-requirements. Hospitals can improve their quality by working with the KTQ approach.

**This contract is about serving all Georgian hospitals with this KTQ-knowledge and giving them and the MOH the chance to evaluate and improve quality for patients and employees by using the KTQ-approach.**

(1) KTQ is granting the MOH the right to make the KTQ-manuals available to all Georgian hospitals by using [www.ktq-i-tool.de](http://www.ktq-i-tool.de) (hereinafter called tool) provided by kubicum GmbH, Dynamostr. 13, 68165 Mannheim, Germany (software partner – hereinafter called kubicum). MOH can use the tool and the KTQ-manuals in Georgian or German language. kubicum is providing the KTQ-software as SaaS (Software as a Service). kubicum servers are located in Germany. Privacy protection is guaranteed by kubicum in accordance to General Data Protection Regulation (GDPR).

(2) KTQ is granting all Georgian hospitals the right to describe, evaluate and improve their quality by using the knowledge stored in the KTQ-manuals if access to KTQ-manual is granted by MOH via tool.

(3) Georgian hospitals are not allowed to use the KTQ-knowledge if they are not registered in the tool as registration in the tool is as well the basis for billing. This does not apply if the hospital carries a valid KTQ certificate awarded by KTQ.

(4) Georgian hospitals can apply for KTQ-certification. Only KTQ can award the KTQ-certificate. MOH understands that KTQ can carry out only a limited number of certifications per annum.

(5) KTQ allows MOH to evaluate quality of Georgian hospitals by granting MOH access to descriptions and evaluations done by Georgian hospitals in the tool. KTQ understands that MOH might obligate Georgian hospitals to work with the KTQ manual and describe and evaluate its quality.

(6) KTQ is providing training material via tool (linked e-Learnings). This training material is initially provided in German language. KTQ allows the MOH to translate this training material and make it as well available in the tool.

(7) KTQ wants to provide KTQ-training to Georgian healthcare experts. Scope of this training and costs will be defined in a separate contract. KTQ wants to enable Georgian healthcare experts to help Georgian hospitals who work with KTQ and want to describe, evaluate and improve quality using the KTQ-approach.

(8) For each Georgian hospital registered in the tool by MOH with status “active” (regardless how long status was “active” and regardless how intensively the hospital uses KTQ) a monthly fee of 200 Euro is paid from MOH to KTQ. This price covers the usage of the KTQ-manual, the tool and the e-Learning provided via tool. KTQ calculates the price every month by using the tool and sends a bill (PDF) via e-Mail to the MOH. KTQ suspends the tool with the consequence that neither MOH nor Georgian hospitals can access the tool if MOH does not pay a bill within 15 days.

(9) This agreement shall be governed by and construed in accordance with the laws of Germany. Place of jurisdiction for all disputes regarding rights and duties under this agreement, including its validity shall be the registered office of KTQ.

(10) Should one or more provisions of this agreement be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of this agreement. The same shall apply if the agreement does not contain an essential provision. In place of the invalid or unenforceable provision, or to fill a contractual lacuna, such valid and enforceable provision shall apply which reflects as closely as possible the commercial intention of the parties as regards the invalid, unenforceable or missing provision.

(11) This contract starts with the date of signature of MOH. After start of contract MOH allows KTQ two months to prepare the tool for the needs of the MOH.

Tbilisi, \_\_\_\_\_  
(Date)

Berlin, October 8<sup>th</sup> 2019

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Signature and seal MOH

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Signature and seal KTQ