

Contract for the procurement of an expert opinion

1 Object of agreement

- (1) The Patient hereby instructs Charité Universitätsmedizin Berlin, Charitéplatz 1, 10117 Berlin (hereinafter: Charité) to produce a medical diagnosis and findings in connection with the preparation of an expert opinion.
- (2) The expert opinion will be prepared by doctors of Charité in accordance with the provisions of the Berlin State Hospital Act (Berliner Landeskrankenhausgesetz/LKG Berlin) and the Code of Medical Ethics (Ärztliche Berufsordnung).
- (3) The contract shall be concluded upon confirmation by the patient on the respective page of the Charité.digital telemedicine portal.

2 Scope of service

- (1) The service obligation of Charité shall extend only to those services for which the hospital is adequately staffed and equipped in accordance with its medical and scientific objectives.
- (2) The preparation of the expert opinion shall be based solely on the information and documentation provided by the patient. Charité shall not provide any additional investigative services. It is the responsibility of the patient to provide Charité with all relevant information and documentation for the preparation of an expert opinion.
- (3) The service obligation of Charité shall lapse if the patient fails to provide the documentation necessary for the preparation of an expert opinion even when this is subsequently requested by Charité.
- (4) The patient shall not be entitled to request that the expert opinion be prepared by a specific doctor. Charité hereby undertakes to adhere to all principles of professional medical treatment in preparing the expert opinion.
- (5) Charité guarantees that an expert opinion shall be prepared within a period of no more than 15 working days after receipt of the full information and documentation and payment in full.

3 Payment

- (1) The preparation of an expert opinion is a self-pay service, for which the patient themselves must make payment. Payment must be made in advance. The expert opinion obtained via the Charité.digital telemedicine portal is **not** a service which is billable via the statutory health insurance bodies pursuant to Section 27b(2) German Social Security Statute Book Volume 5 (SGB V).
- (2) The patient shall be made aware of the costs associated with the preparation of an expert opinion before a contract is concluded.

4 Termination of agreement

- (1) The legal provisions governing the termination of a service contract shall apply in accordance with Section 648 ff. German Civil Code (BGB).
- (2) If the Patient terminates the agreement before the expert opinion has been completed by Charité, Charité shall be entitled to retain the payment received, but must credit the Patient for any expenditure saved or labour applied elsewhere.

5 Data protection

- (1) The processing of patient data for the purposes of preparing an expert opinion shall take place in accordance with the European General Data Protection Regulation (GDPR) and all other applicable data protection provisions, particularly those set forth in the LKG Berlin. The Patient shall be entitled to exercise their rights as arising from the GDPR or other relevant legislation, particularly the right to information and the right to view their data. Detailed information on data protection can be found in the data protection information for the preparation of an expert report.
- (2) The obligation of medical confidentiality also applies to the preparation of an expert opinion.
- (3) Patient data shall be processed in a manner corresponding with the state of the art in order to fulfil the legal obligations of Charité in the area of medical research and training, on the basis of the Berlin Higher Education Act (Berliner Hochschulgesetz) in conjunction with the LKG Berlin. Charité shall ensure that those interests of the Patient which warrant protection shall not be compromised during the research work.
- (4) In the event that activities connected with the preparation of an expert opinion are performed by third parties outside of Charité under the supervision of qualified Charité personnel (e.g. typing pool, organisational handling, maintenance/remote maintenance), Charité shall ensure that the obligation of medical confidentiality is protected and maintained by means of appropriate contractual provisions, instructions and inspections.

6 Liability

Charité shall only be liable for damages caused by those persons involved in performing a service on behalf of Charité, and only if and to the extent that Charité is liable in accordance with the applicable legal regulations.

7 Final provisions

- (1) This contract shall be subject to German law.
- (2) Should any of the provisions of this contract be invalid, this shall not affect the validity of the remaining provisions.