

Connection agreement Version: 2023-1.1

Parties

<Participant name> located at <Participant address>, registered with the Chamber of Commerce with number <Participant CoC number>, duly represented by <Name>, in the position of <Job role>, hereafter referred to as Participant.

and

Stichting Nuts located at De Horst 7, 3971 KS Driebergen-Rijsenburg, registered at the Chamber of Commerce with number 73134562, duly represented by Mark Weernink in the position of chairman and Thomas Ferguson in the position of treasurer, hereafter referred to as Stichting Nuts.

Definitions

Stichting Nuts: A foundation with an objective that was defined in the articles of association¹.

Care provider: A care provider or an association of care providers who can enter into treatment agreements with those in need of care.

IT supplier: Supplier of software and/or services that helps care providers to provide care processes and to exchange data.

Nuts community: Community of parties, in particular IT providers and care providers, who work together on the Nuts specifications, Nuts reference implementation, and Nuts applications.

Nuts specifications: Specifications that were established by the Nuts community².

Nuts reference implementation: A designated software implementation of the Nuts specifications via Nuts.nl by Stichting Nuts.

Nuts application: A specific application that uses the Nuts network and for which parties decide on additional requirements and specifications outside of this connection agreement.³

Nuts network: A network based on the Nuts specifications that enables the digital exchange of data.

Nuts participant network: A network on the Nuts network that is realised by Participants using an ongoing version of this connection agreement.

Participant: Legal person that wants to be a part of the Nuts participant network and that enters into this connection agreement with Stichting Nuts.

Participants council: A council of Participants who advise Stichting Nuts.

Whereas

- I. Stichting Nuts is a foundation with an objective that was defined in the articles of association.
- II. The Nuts community operates in the spirit of Stichting Nuts's objective.

¹ [Articles of association](#)

² [Nuts specifications](#)

³ [Nuts applications](#)

- III. The Nuts community establishes and maintains Nuts specifications that dictate how to support data being exchanged using the Nuts network.
- IV. The Nuts network is strictly separated from the data that can be exchanged using a Nuts application.
- V. Participants can therefore establish additional arrangements in Nuts applications on data exchange using the Nuts network, and those additional arrangements are outside of the scope of this connection agreement.
- VI. Participant will use Nuts specifications and the Nuts network to provide services using Nuts applications.
- VII. The Nuts community has built the Nuts reference implementation and made it available as open-source software under a GPL license, and it can be used within the conditions of this license by anyone and free of charge⁴.
- VIII. Anyone who has a certificate that meets the requirements as established in the Nuts specifications, can set up a connection to the Nuts network.
- IX. Stichting Nuts wants to make additional arrangements with Participants for the exchange of data using the Nuts network as defined in this connection agreement to ensure trust in the Nuts participant network.
- X. All Participants within the Nuts participant network collectively want to ensure this trust and will sign a connection agreement prior to using the Nuts participant network to exchange data with other Participants. To that end, Stichting Nuts will publish an actual overview of active connection agreements on its website Nuts.nl.
- XI. This connection agreement does not entitle Participant the right to exchange data with other Participants.
- XII. This connection agreement will be refined based on the hands-on experience of Participants. For the purpose of refining this agreement, Stichting Nuts will provide an organisation.⁵
- XIII. Participants who sign this connection agreement, will collectively establish a Works council that together with Stichting Nuts will decide on the taking into effect of new versions of this connection agreement. The Works council advises Stichting Nuts on changes, and Stichting Nuts decides on these changes.
- XIV. Participant and Stichting Nuts will not, through this connection agreement, decide on any agreements for which legislation already exists such as, but not limited to, the General Data Protection Regulation (GDPR) and the Dutch Medical Treatment Contracts Act (WGBO). Stichting Nuts assumes that obligations deriving from these frameworks are implemented by Participant as per market-based quality frameworks, and a certification process is in place.

⁴ [GPL license](#)

⁵ [Governance proposal Nuts Community](#)

Declare to have agreed as follows

Article 1. Commitment by Participant

1.1 Participant:

- Will conform to the Nuts specifications for the exchange of data using the Nuts network.
- Will support the Nuts specification, as was published by Stichting Nuts on Nuts.nl.
- Will be controller or possesses a valid controller agreement with the controller for all data to be exchanged by Participant using the Nuts participant network.
- Will keep published data up to date such as, but not limited to, contact data, technical endpoints, Care organisation data, conform the agreements in the *Nuts register for registration and management data*⁶.
- Will verify the presence of an up-to-date connection agreement between the other Participants and Stichting Nuts, before accepting connections and transactions of those Participants in the Nuts participant network.
- Will accept connections and network transactions from other Participants, and processes these according to the Nuts specification, and the relevant Nuts application for transactions.

Article 2. Object of the agreement

2.1 Participant is obliged to satisfy in full all obligations established and taken into effect under this connection agreement.

Article 3. Starting point and duration of this connection agreement

3.1 This connection agreement will come into effect on the date of signature.

3.2 Amendments to this connection agreement will be drawn up in collaboration with Participants, and will be implemented, after consent⁷ from Participants, by Stichting Nuts. When a new version of the agreement is published, it will be sent to all Participants and published on Nuts.nl. After the new version is available, a period of 20 working days will go into effect, during which Participants can evaluate the changes if they have not done so already. Participants implicitly commit to this new version, unless the new version is revoked by Stichting Nuts within the aforementioned period, or the Participant ends the connection agreement.

3.3 When a new version is agreed upon, the previous version of the connection agreement will expire.

Article 4. Termination of the connection agreement

4.1 Participant will always be entitled to terminate the connection agreement in writing.

4.2 After Stichting Nuts receives the termination in writing, they will delete the name of the Participant from the published list of Participants on Nuts.nl, and they will notify Participants of this change.

4.3 Stichting Nuts can terminate the connection agreement if it is established that Participant does not comply with the connection agreement. Before Stichting Nuts is allowed to do so, it will seek advice from the Participants council. If Stichting Nuts deviates from the advice of the

⁶ [Nuts register for registration and management data](#)

⁷ We use the open standard [sociocracy 3.0](#) for the definition of consent.

Participants council, they must motivate this in writing and share it with the Participants council and the Participant that will have its connection agreement terminated.

Article 5. Liability

5.1 The liability for Stichting Nuts is restricted to 25,000 EUR per event, in which a series of coherent events will count as one event.

5.2 Stichting Nuts is not liable for indirect damages, consequential damages, loss of profit, loss of savings or damages through business interruptions.

Article 6. Complaint-handling and mediation

6.1 Participant will, insofar as possible, resolve any issues in using Nuts with other Participants directly with those Participants. Participants will establish a management and support organisation in line with the market. Stichting Nuts will share relevant contact data of Participants on Nuts.nl.

6.2 If Participants unexpectedly are unable to solve an issue, a request for mediation can be submitted with Stichting Nuts. Stichting Nuts will then act as mediator for that conflict.

Article 7. Other provisions

7.1 Obligations derived from this connection agreement, which by their nature are designed to survive conclusion of the connection agreement, will function correctly after termination of this connection agreement.

7.2 This connection agreement is governed by Dutch law.

Agreed upon and made out in twofold,

On behalf of <u>Participant</u> :	On behalf of <u>Stichting Nuts</u> ,	On behalf of <u>Stichting Nuts</u> ,
Name:	Name: Mark Weernink	Name: Thomas Ferguson
Job role:	Job role: Chairman	Functie: Treasurer
Date:	Date:	Date:
City:	City: Driebergen	City: Driebergen