



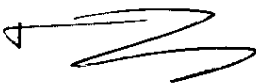
in accordance with Articles 7 and 10 of the Council Regulation (EEC) No. 2137/85 and Regulation 13 of the European Economic Interest Grouping Regulations 1989.

EE MP01 Notice of documents and particulars required to be filed for a UKEIG or EEIG establishment		 Companies House	
A fee may be payable with this form. Please see Section 3 below and 'How to pay' on the last page.			
<input checked="" type="checkbox"/> What this form is for You may use this form to accompany the filing of documents listed in section 3 below.		<input checked="" type="checkbox"/> What this form is NOT for You cannot use this form to open or close an EEIG establishment. If you need to do this, please use form EE01.	
		 *ABDZZC1K* A02 05/10/2022 #120 COMPANIES HOUSE	
1 UKEIG or EEIG establishment details			
Grouping number	G E 0 0 0 3 0 6		
Grouping name in full	Telehealth Quality Group UKEIG		
2 EEIG address (if applicable)			
State in which official address of the EEIG is situated			
3 List of documents and particulars			
<p>The following documents are attached. If any document or particulars are not written in English a certified translation must also be attached.</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> An amendment to the grouping's formation contract. ①<input type="checkbox"/> A document evidencing a judicial decision regarding nullity.<input type="checkbox"/> An assignment of all of a member's participation.<input type="checkbox"/> An assignment of part of a member's participation.<input type="checkbox"/> A members' order to wind up the grouping.<input type="checkbox"/> A judicial decision to wind up the grouping.<input type="checkbox"/> Liquidator(s) appointment.<input type="checkbox"/> Liquidator(s) termination of appointment.<input type="checkbox"/> A document evidencing the conclusion of liquidation.<input type="checkbox"/> An exemption clause relieving a new member from payment of debts and other liabilities which originated before his admission. <p>The following only apply if the grouping has its official address outside the UK:</p> <ul style="list-style-type: none"><input type="checkbox"/> Notice of the appointment of a manager or managers, name(s) and other identification particulars as required by the Member State where the grouping has its official address together with notification as to whether they may act alone or must act jointly.<input type="checkbox"/> Notice of termination of a manager's appointment.			
<p>① Tick the appropriate boxes.</p> <p>② If the form is being delivered for a UKEIG and the amendment includes a change of name a fee is payable. See 'How to pay' on the last page for details.</p>			

01/21 Version 6.0

EE MP01

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4	Signature	
	I am signing this form on behalf of the grouping.	
Signature	<div><div>Signature</div><div>X</div></div>	X
	This form may be signed by: A member or manager.	

EE MP01

Notice of documents and particulars required to be filed for a UKEIG or EEIG establishment

**Presenter information**

You do not have to give any contact information but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Malcolm Fisk**Company name **Telehealth Quality Group UKEIG**Address **The Old Vicarage****Church Street**Post town **Ferndale**County/Region **Rhondda Cynon Taff**Postcode

C	F	4	3		4	P	T
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Country **Wales, United Kingdom**

DX

Telephone **07900 224561****Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The grouping name and number match the information held on the public Register.
- ☐ You have entered the state in which the official address of the EEIG is situated in Section 2.
- ☐ You have ticked the appropriate boxes in Section 3.
- ☐ You have included the attachments indicated and, where applicable, a certified translation.
- ☐ You have signed the form.
- ☐ Have you enclosed an amendment to the grouping's formation contract with this form? If you have and it includes a change of name of a UKEIG, then you must enclose the correct fee.

**Important information**

All information on this form will appear on the public record.

**How to pay**

If the form is being delivered for a UKEIG and the amendment of the grouping's formation contract (if attached to this form) includes a change of name, then a fee of £10 is payable.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For groupings registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff.

For groupings registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1

For groupings registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast.

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

TELEHEALTH QUALITY GROUP UKEIG CHANGES TO FOUNDATION DOCUMENT

Changes to 'Listing of Members'

New members:

Dr Kevin Doughty (individual), Bryn Dedwydd, North Road, Caernarfon, Gwynedd LL55 1BE United Kingdom

Frederic Lievens (individual), Begonialaan 28, 1880 Kapelle-op-den-Bos, Belgium

Resigning member:

Etabl. Lievens-Lanckman BVBA (corporate body – besloten vennootschap met beperkt aansprakelijkheid = private limited company), Waardbeekdreef 1, 1850 Grimbergen, Belgium

Other information

Minor adjustments have been made to the Foundation Document of the UKEIG to ensure conformity with requirements of the European Economic Interest Grouping (Amendment) (EU Exit) Regulations 2018.

The object of the UKEIG remain 'to promote high quality standards in telehealth services'.

The duration of the UKEIG remains 'until it is closed down by a decision of its members (Directors)'.

TELEHEALTH QUALITY GROUP UAEIG

The Telehealth Quality Group UAEIG derives from the former Telehealth Quality Group EEIG (European Economic Interest Group) and comes, therefore, within the framework of the European Economic Interest Grouping (Amendment) (EU Exit) Regulations 2018. The Group was originally (and remains) registered in the United Kingdom.

1. Listing of Members

The UAEIG comprises the following individual members. There are no corporate members. This membership pertained from exit day (31st January 2020). The individual members are the Directors.

- 1.1 Prof Malcolm J Fisk (individual), The Old Vicarage, Church Street, Ferndale, Rhondda Cynon Taff CF43 4PT United Kingdom.
- 1.2 Frederic Lievens (individual), Begonialaan 28, 1880 Kapelle-op-den-Bos, Belgium.
- 1.3 Dr Drago Rudel (individual), MKS Electronic Systems Ltd. Rozna Dolina c.XVII/22b. SI 1000 Ljubljana, Slovenia.
- 1.4 Dr Kevin Doughty (individual), Bryn Dedwydd, North Road, Caernarfon, Gwynedd LL55 1BE United Kingdom.

2. Name

- 2.1 The name of the UAEIG is the Telehealth Quality Group UAEIG.
- 2.2 The registered office of the UAEIG is at The Old Vicarage, Church Street, Ferndale, Rhondda Cynon Taff CF43 4PT United Kingdom
- 2.3 The official address of the UAEIG is at The Old Vicarage, Church Street, Ferndale, Rhondda Cynon Taff CF43 4PT United Kingdom
- 2.4 The UAEIG is registered through Companies House, Cardiff in the United Kingdom as facilitated by the European Economic Interest Grouping (Amendment) (EU Exit) Regulations 2018 (No1299).

3. Object of the UAEIG

- 3.1 The Telehealth Quality Group EEIG derived from the European Commission funded TeleSCoPE project under their 2008-2013 Health Programme. Partners of the TeleSCoPE project gave, with the agreement of the European Commission, their share of the IP to the EEIG, this then passing to the UAEIG.
- 3.2 The object of the UAEIG (as was the case for the EEIG) is to promote high quality standards in telehealth services.
- 3.3 The UAEIG pursues its object primarily through the development and promotion of the use of the International Code of Practice for Telehealth Services (that derived from the European Code of Practice for Telehealth Services) and/or its successors and derivatives ('the Code' in the following text). Ongoing development and promotion of the Code is achieved directly or by working collaboratively with other parties. This includes

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- 3.3.1 Working with national and international bodies that carry similar objects (such as the International Society for Telemedicine and eHealth).
 - 3.3.2 Engaging with extant or proposed telehealth services that wish to achieve or maintain appropriate standards including, where appropriate, their becoming accredited or certified to the International Code, its successors or its derivatives.
 - 3.3.3 Revising the International Code, its successors or its derivatives and, if appropriate, developing linked operational and support codes that relate to wider digital health agenda (including eHealth, mHealth and telecare).
 - 3.3.4 Undertaking directly or working with the body or bodies appointed by the UKEIG to undertake inspections, assessment or audits in relation to the Code, its successors or its derivatives and, if appropriate, linked operational and support codes.
 - 3.3.5 Conferring accreditation or facilitating such conferment on telehealth services that meet the requirements of the Code or its derivatives and, if appropriate, linked operational and support codes.
 - 3.3.6 Provision of or securing the means by which training, workforce development and related activities are undertaken that are commensurate with the object of the UKEIG.
 - 3.3.7 Supporting fora, where appropriate, for organisations that have developed relevant operational and support codes that link to the Code, its successors or its derivatives.
 - 3.3.8 Liaising with national or regional bodies and agencies and other stakeholders as appropriate, in relation to the above.
- 3.4 It is not the object of the UKEIG to make economic profits.

4. Duration

- 4.1 The duration of the UKEIG shall be until it is closed down by a decision of its members (Directors).

5. Governance of the UKEIG

- 5.1 The members of the UKEIG constitute 'The Board'. The members are Directors.
- 5.2 The Board shall elect a Chair, appoint a Manager and other officers as it sees fit.
- 5.3 The position of Chair or other offices of The Board shall be held for up to four years. The Chair and other officers can serve for a maximum of two consecutive terms.
- 5.4 The Board shall determine the duties and responsibilities of the Chair and Manager. Such duties and responsibilities shall include those relating to management, administrative procedures and financial controls.
- 5.5 The Board shall be able to appoint new members (Directors).

6. Capital and Financial Resources

- 6.1 There is unlimited joint liability for any debts of the UKEIG.
- 6.2 Income of the UKEIG shall be derived through joining and/or registration fees; payments for associate membership (or similar); grants; research and consultancy; organisation of events; revenue relating to the assessments and inspections undertaken by appointed agencies (whereby telehealth services can become certified or accredited to the Code, its successors or its derivatives and/or linked operational and support codes); or other sources where relating to the stated object.
- 6.3 It is an aim of the UKEIG not to incur any deficit. In the event of any shorter or longer term deficit, liability for the same shall be shared by members according to a formula that reflects the level of their participation and the related take up of the Code, its successors or its derivatives and/or linked operational and support codes.
- 6.4 Any sums contributed by members as loans shall be reimbursed when the financial position of the UKEIG enables such reimbursement to take place.
- 6.5 The Chair of the UKEIG shall be agreed by the members (Directors). He/she shall be required to inform members of any actual or projected deficit whenever such circumstances arise. Profits, when made, can be turned into reserves.

7. Intellectual Property (IP) Rights

- 7.1 The entirety of IP rights shall be held by the UKEIG.
- 7.2 In the event of the UKEIG ceasing to operate, the assignment of the IP shall be determined by a simple majority of members (Directors).
- 7.3 The IP rights of the UKEIG shall be enforced by the Chair or the appropriate appointed Director on its behalf.
- 7.4 Members (Directors) of the UKEIG shall decide on the manner in which the exploitation of IP rights takes place.

8. Members

- 8.1 The UKEIG shall be limited to a maximum of 12 members (Directors) - either as individuals or the authorised representatives of organisations. No member can fulfil both roles. All members shall be either
 - (a) economically active individuals who have necessary expertise and/or carry out relevant professional or related services in the United Kingdom or the European Union; or
 - (b) relevant legally constituted bodies registered or having their central administration in the United Kingdom or the European Union.
- 8.2 The UKEIG shall have a minimum of two members (Directors) with at least one each from the United Kingdom and the European Union.
- 8.3 New members shall require the support of a majority of extant members (Directors) determined by a simple majority subject to a minimum of two thirds of members voting (including abstentions).

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All such new members shall be *bona fide* individuals or organisations of suitable standing and with significant common interests regarding e.g. people's health and well-being and the provision of telehealth and related services.

- 8.4 New members will be subject to a requirement to make appropriate declarations regarding their *bona fides*; their commitment to the objects of the UKEIG; and their commitment to The Code and its derivatives. They shall not have a conflict of interest arising, for instance, where an individual or organisation is *closely associated with the development or promotion of a code that is not* treated on a basis of equality with the International Code, its successors or its derivatives or linked operational and support codes.
- 8.5 New members shall provide supportive information that is relevant to their (potential) membership.
- 8.6 The benefits of membership shall include free access to the Code, its successors or its derivatives or linked operational and support codes – and any updates to the same; also reduced rates for participation in training or other activities organised by or in collaboration with the UKEIG.
- 8.7 Members (Directors) may leave the UKEIG subject to 3 months prior written notice. This does not remove them from any obligation arising from shared liabilities of the UKEIG.
- 8.8 Members may be expelled from membership in the event of bankruptcy, clear conflicts of interest and/or serious failings in relation to their obligations to the UKEIG. Such expulsion requires agreement of a minimum of three quarters of members (Directors).

9. Decision Making

- 9.1 Each member (as Director and Board member) and shall have one vote.
- 9.2 Members (Directors) may be appointed by The Board to undertake research, consultancy, management or administrative tasks associated with the objects of the UKEIG.
- 9.3 Members (Directors) may decide to establish new categories of non-voting members and to determine their role. Such members shall not be part of The Board.
- 9.4 Members (Directors) shall decide on the arrangements for the management and administration of the UKEIG.
- 9.5 Unless there are exceptional circumstances, the Chair, Manager and other Directors shall give three months prior notice in the event of their resignation.
- 9.6 Except for the decisions as set out in Clause 8.8 and 9.7, decisions made by The Board shall be by simple majority - subject to a minimum of two thirds of members voting (including abstentions). In the event of a tied vote the Chair shall have an additional deciding vote.
- 9.7 Decisions which fundamentally affect the existence and operation of the UKEIG (such as listed below) require agreement of three-quarters of the members (including abstentions) for alteration:
 - 9.7.1 the objects of the UKEIG;
 - 9.7.2 the number of votes allotted to each member;
 - 9.7.3 members' obligations, unless otherwise provided by this formation contract;

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- 9.7.4 other aspects of the formation contract not covered above unless otherwise provided herein,
- 9.8 Meetings of The Board can take place either in person or remotely. Two weeks advance notice of such meetings shall normally be given.
- 9.9 Two signatures of officers shall be required for items of expenditure of the UAEIG that exceed £500. The Manager shall obtain the approval of a simple majority of members before undertaking financial transactions or entering into financial agreements which exceed £5000.
- 9.10 Subject to the UAEIG having traded in the prior twelve months, Annual General Meetings (AGMs) shall be held within three months of the financial year end. Four weeks notice (by an agreed method or methods) must be given in advance for an AGM to be held. Such notice shall be accompanied by the following. Financial information shall be provided in Sterling (UK pounds) with supplementary information, where appropriate, in other currencies. Minutes of AGMs must be written and agreed within eight weeks.
- 9.10.1 Draft minutes of the previous AGM
- 9.10.2 Draft minutes of any ensuing Emergency General Meeting (EGM).
- 9.10.3 Summary annual accounts for the previous year.
- 9.10.4 A draft budget for the ensuing year.
- 9.10.5 A report of the UAEIG's activities.
- 9.11 Other general meetings (e.g. EGMs) shall be held in exceptional circumstances. Two weeks advance notice (by an agreed method or methods) must normally be given for an EGM to be held.
- 9.12 Minutes of AGMs and EGMs must be written and agreed within eight weeks.
- 9.13 AGMs and EGMs shall facilitate the participation in person or remotely of the members.

10. Amendment to this Contract of Formation

- 10.1 Amendments shall be made to this contract of formation only if agreed by at three-quarters of members (including abstentions) for the following
- 10.1.1 Modification to the objects.
- 10.1.2 Modifications to the conditions of decision-making.

11. Closure of the UAEIG

- 11.1 The UAEIG can be closed if agreed by three-quarters of members.
- 11.2 If closure of the UAEIG is for the purpose of changing the legal nature of the grouping with all members joining the new entity, then existing assets and liabilities can be transferred. Any member deciding not to transfer shall be treated as a resigning member.

Ends.