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**COLLABORATION AGREEMENT**

**BETWEEN**

**The Cochrane Collaboration**

St Albans House, 57-59 Haymarket,

London SW1Y 4QX, United Kingdom

* hereinafter referred to as “Cochrane” –

**AND**

**Xxxxxxx Cochrane Centre**

Address of Cochrane Centre,

Xxxxxxx

**[AND Where Applicable and/or Required]**

**Xxxxxx Xxxxxx**

[Cochrane Centre Host Institution)

Address of Host Institution,

Xxxxxxx

* hereinafter referred to as “Xxxxx Xxxxx” –

**day/month/year**

# Preamble

The Cochrane Collaboration (hereafter referred to as Cochrane) is an independent non-governmental, international network of researchers, health practitioners, patient advocates, and patients responding to the challenge of making the vast amounts of evidence generated through health care research more useful for informed decisions about available treatments and diagnostic methods. It is incorporated in the United Kingdom as a charitable company (The Cochrane Collaboration, Charity number 1045921, Company number 3044323) with a registered office at St Albans House, 57-59 Haymarket, London SW1Y 4QX.

Cochrane ([www.cochrane.org](http://www.cochrane.org)) believes that a world of improved health is possible when decisions about health and health care are routinely based on high quality, relevant and up-to-date synthesized research evidence, which it produces and disseminates in the form of Cochrane Reviews and other accessible resources, published in the *Cochrane Library* ([www.cochranelibrary.com](http://www.cochranelibrary.com)). The *Cochrane* *Library* is an internationally recognized and unique source of reliable, independent information on the effects of interventions in health care and thus a cornerstone of evidence-based health care. Generated by more than 40,000 contributors from over 130 countries, Cochrane’s work is not-for-profit and free from commercial sponsorship.

Cochrane is incorporated in England as a charitable company (The Cochrane Collaboration, Charity number 1045921; Company number 3044323) with a registered office at St Albans House, 57-59 Haymarket, London SW1Y 4QX, UK.

Under the leadership and guidance of Cochrane’s Central Executive Team, over 120 Cochrane Groups around the world work to implement the goals and objectives of Cochrane’s [*Strategy to 2020*](http://community.cochrane.org/sites/default/files/uploads/Cochrane_Strategy%20to%202020_Final%20public%20access%20version_corrected.pdf), in order to achieve its mission to ‘promote evidence-informed health decision making by producing high quality, relevant, accessible systematic reviews and other synthesized evidence’. Cochrane “Centres”, “Networks”, “Associate Centres” and “Affiliates” are Cochrane Groups whose roles are to support, promote and represent the work of the organization within a defined geographical, and which are bound to fulfill the core fucntions for Networks, Centres, Assoicate Centres and Affiliates as described by Cochrane (see: [Functions of geographically-oriented groups](https://community.cochrane.org/sites/default/files/uploads/inline-files/Functions%20of%20geographic%20oriented%20Groups_0.pdf)).

These Cochrane Groups are resourced by their host institutions and/or national governments or agencies and other funders; through the efforts of their Director(s) and other Group staff who attract core and project funding for Cochrane and other activities.

Cochrane Xxxxxx Cochrane (www.xxxxx) was established in XXXX at the Xxxxxx Xxxxxx in Xxxxx, Xxxxx, and now works under the leadership of its Director/s, Xxxxxx Xxxxxx.

**[Where applicable ….** The Xxxxx Xxxxxx is the host organization of Cochrane Xxxx and as such provides financial/in-kind/logistical/other support …. Descriptor to come. *Note: the inclusion of the Host Organization in the Collaboration Agreement is entirely at the discretion of the Director of the Cochrane Centre. If included, the appropriate section below would be adapted as agreed by the Director and the Host Organization. If excluded, the Agreement would be only between Cochrane and the Director of the Cochrane Centre.****]***

The Parties are therefore establishing this Collaboration Agreement of XX Xxxxxxx 20XX, on the basis of mutual consent, to strengthen their existing cooperation by defining their mutual responsibilities with the purpose of sustaining and developing the activities and impact of Cochrane Xxxxxx in contributing to Cochrane’s mission and strategic goals.

The Agreement

General Provisions

1. The Preamble hereto shall form an integral part of this Agreement.
2. This Agreement will begin on XX Xxxx 20XX and shall be valid until termination. The Agreement will be reviewed by both Parties after three years, and not later than XX Xxxx 20XX. The Agreement may be updated at the request of either [any] of the parties with reasonable justification.
3. Cochrane XXXX is bound to support Cochrane’s mission, principles, organizational strategies and goals as defined by Cochrane’s Governing Board; and to fulfil the core functions of a Cochrane Centre as described on the [Centres’ portal](https://community.cochrane.org/organizational-info/resources/resources-groups/centres-portal/establishing-geographic-group/roles-centres-associates-affiliates-and-networks) (<https://community.cochrane.org/organizational-info/resources/resources-groups/centres-portal/establishing-geographic-group/roles-centres-associates-affiliates-and-networks>) .
4. Cochrane, through its Central Executive and recognised Cochrane Groups, is bound to support the activities of Cochrane Xxxx [and its Associate Centres and Affiliates, where applicable] according to its available resources.
5. The Director of Cochrane Xxxx agrees to adhere to Cochrane’s managerial and performance accountability structures and to all adopted Cochrane’s policies and procedures (including those outlined in Appendix 1). The Director is accountable to Cochrane through the Chief Executive Officer for the Centre’s Cochrane activities.
6. Either of the Parties may terminate its involvement in this Agreement by giving six months’ notice in writing to the other Parties. Termination of this Agreement should be for good cause only: such as if one Party is in breach of the provisions of this Agreement and does not remedy this breach upon written request of the other Party[ies] within a reasonable time.
7. This agreement shall be governed by the laws of the United Kingdom, without regard to its conflict-of-law provisions. Any dispute that might arise about this Agreement shall be settled amicably. If this is not possible, the Parties herby submit and dispute to the exclusive jurisdiction of the competent UK courts.
8. If any provision of this Agreement is deemed to be, or becomes, invalid of ineffective, the remaining provisions will remain in full force and effect. The Parties undertake to replace such invalid of ineffective provision by a provision that is valid in law and which best reflects the intention of the Parties if they had been aware of the invalidity/ineffectiveness of the provision. The same shall apply to any omissions herein.

Cochrane’s Central Executive

Cochrane, its Chief Executive Officer (CEO) and its Central Executive will:

1. Recognize the Cochrane Centre as the leader and co-ordinator of Cochrane activities and principal representative of Cochrane in Xxxxx, and so consult with its Director (s) on any activities affecting xxxxx.
2. **[Where applicable]** Acknowledge in its Annual Review, website and other organizational materials the support of the Xxxxxx Xxxxxx [Host Organization] as the host of the Cochrane Centre and the support of other additional funders to Cochrane’s activities.
3. Establish, develop, manage and maintain clear organizational strategies, policies, plans and structures in which the roles of the Cochrane Centre, other Cochrane Groups, Cochrane’s governance and advisory bodies and the Central Executive Team (CET) are clear; and provide opportunities for the Centre to input into them, and into the development of annual Cochrane Targets, Plans & Budgets.
4. Provide support to the Director and the Cochrane Centre in line with activities, objectives and annual targets of Cochrane’s *Strategy to 2020.* Further details of this support to deliver the four goals of *Strategy to 2020* may be set out in separate agreements.
5. Provide, at the request of the Director, all forms of support to the Cochrane Centre and its Associate Centres and Affiliates that is due to the Centre.
6. Engage with, advise and support the Cochrane Centre Director and his/her staff in their work including addressing problems or complaints, and helping with conflict resolution. This support will include:
7. Responding to requests in a timely, efficient and effective manner;
8. Arranging at least one Centre Directors’ meeting per year;
9. Maintaining a collegial, respectful relationship with all Centries via polite, timely communications in accordance with the principles of Cochrane’s *Charter of Good Management*.
10. Behave in an open, transparent and professional manner with the Cochrane Centre staff and volunteers and the public to maintain Cochrane’s reputation of integrity, respect and honesty with its stakeholders.
11. Provide to the Centre:
12. One free full access subscription to the Cochrane Library (via Cochrane’s publisher, John Wiley & Sons, Ltd);
13. continued free access and support to all Cochrane’s core portfolio of IT tools (including Archie, RevMan, Covidence, Task Exchange and others to be developed and offered to all Cochrane Groups);
14. Access to Cochrane Training resources and support, including Cochrane’s Online Learning Modules;
15. One free registration to Cochrane’s annual Colloquium.
16. Lead and manage the monitoring and reporting processes of Cochrane Centres, Networks and their Associate Centres and Affiliates. The Central Executive will, wherever possible, minimize the effort required by Centres to fulfil monitoring and reporting activities, and use the reporting and monitoring data it receives and analyses to provide feedback to the Centres to assist their work.
17. Support the Cochrane Centre in discussions with external stakeholders, and assist fundraising efforts if required.

Xxxxxx Cochrane Centre

The Director of the Cochrane Centre will:

1. Support the implementation of Cochrane’s *Strategy to 2020* by agreeing with the CEO an annual or multi-year plan of activities for the Centre including how the Centre will deliver its core functions.
2. Try to secure sufficient funding and in-kind support to allow the Cochrane Centre to deliver the functions set out for Centres and its own activity plans (e.g., staff costs, computers, internet access, travel).
3. Provide effective leadership, support, monitoring and management of the Cochrane Centre and any Associate Centre/Affiliate.
4. Comply with Cochrane’s reporting and monitoring (including financial) requirements .
5. Maintain collegial, respectful communications and relationships with Cochrane Centre staff and volunteers, and other Cochrane Groups and management groups, in accordance with the principles of Cochrane’s *Charter of Good Management*.
6. Behave in an open, transparent and professional manner with peers, researchers, and the public to maintain Cochrane’s reputation of integrity, respect and honesty with its stakeholders.
7. Attend a minimum of two Centre Directors’ meetings in every three-year cycle.
8. Inform the Central Executive before signing agreements with third parties (including funders) if there is a risk that these agreements will infringe Cochrane’s publishing partnerships, licensing, or general copyright arrangements of Cochrane Reviews or other Cochrane content, or agreements that Cochrane has in place.

The Director of the Cochrane Centre may:

1. Call on the CEO and the Central Executive for all forms of support that are due to the Centre.
2. Establish an Advisory Board and/or independent Foundation to advise and support its work (including to attract external third party funding for its activities). The powers of any Foundation will be agreed by the Parties. The powers of any Advisory Board will be decided by the Centre Director.

### Dispute Resolution and Performance Management

22. In the event of a dispute between the CEO and the Centre Director on Cochrane-related business or issues, both will make every good faith effort to resolve it amicably within six weeks. The CEO and/or the Centre Director may call upon the Centre Directors’ Executive to advise on the resolution of the dispute.

23. If, following attempts at a resolution of the dispute, the Cochrane Centre Director remains opposed to the decision of the CEO, he/she may appeal it to the Cochrane Governing Board. The decision of the Governing Board will be final.

24. In the event that the performance or activities of the Director or his/her Centre in relation to Cochrane activities falls outside the expectations, functions and policies for geographic-oriented Cochrane Groups - and continues to do so following a period of management and support to the Director and Centre - Cochrane, through the CEO, may introduce a series of provisions or other support to help them reach the required standards or implement the required actions.

25. If the Director refuses to accept this support, or accepts it but the matters remain unresolved, Cochrane, through the CEO, may impose additional measures, including provision of further training and support, suspension or removal of Cochrane’s endorsement of the Director, dissolution or transfer of the Centre to another location or organisation, or deregistration as a Cochrane Group. The Director or the Host Organization may appeal a decision as in paragraph 23.

 [Host Organization – when applicable]

26 The Xxxxxxxx Xxxxxxx Xxxxxx will host the Xxxxxx Cochrane Centre, under the leadership of its Director, Xxxxxx Xxxxxx, and any other staff that shall be appointed or assigned to the Centre.

27. The Xxxxxxxx Xxxxxxx Xxxxxx will support the activities of the Xxxxxx Cochrane Centre through the provision of an annual budget/inkind support of [$/£/€] XXX,XXX to cover staff, non-personnel and other infrastructure and core costs (hereafter “core funding”). Changes in this annual budget may, in future, be linked to the annual official funding secured by the Xxxxx Xxxxxxx.

28. In the event of a change in the Director of the Cochrane Centre, the appointment of the new Director must be approved by both Cochrane through the CEO in consultation with the Centre Directors Executive and the Xxxxx Xxxxx Xxxxx Host Organization. The new Director must have extensive experience of working with Cochrane and/or of authoring or contributing to Cochrane Reviews or other evidence products.

**[Where applicable ….** Date: , 20XX

…………………………………………………………………..

Xxxxxx Xxxxxxxx

Director, Xxxxxx Cochrane Centre

…………………………………………………………………..

Xxxxxx Xxxxxxxxx

Chief Executive Officer, Cochrane

…………………………………………………………………..

Xxxxxxxx Xxxxxxxx

Xxxxxx Xxxxxx Xxxxxx **[Host Organization – where applicable]**