



## COLLABORATION AGREEMENT – GEOGRAPHIC GROUP

### PARTIES

(1) The Cochrane Collaboration, a company limited by guarantee and charity registered in England and Wales with company number 03044323 and charity number 1045921, whose registered office address is 11-13 Cavendish Square, London, England, W1G 0AN (**Cochrane**)

(2) **The Host Organisation**

### GEOGRAPHIC GROUP DETAILS

|  |                                   |
|--|-----------------------------------|
| <b>Host Organisation name and address</b>                        |                                   |
| <b>Geographic Group</b>  |                                   |
| <b>Type of Geographic Group (Centre, Affiliate or Associate)</b> |                                   |
| <b>Geographic Group Director(s) (name and email address)</b>     |                                   |
| <b>Agreement Start Date</b>                                      |                                   |
| <b>Agreement End Date</b>  | [30 April] or [31 October] [YEAR] |
| <b>Email Address for Notices</b>                                 |                                   |
| <b>Budget to be provided by Host Organisation</b>                |                                   |
| <b>Resources to be provided by Host Organisation</b>             |                                   |
| <b>Special conditions</b>  |                                   |

## INTRODUCTION

The Cochrane Collaboration (hereafter referred to as “Cochrane”) ([www.cochrane.org](http://www.cochrane.org)) is a company limited by guarantee and charity registered in England and Wales. Cochrane co-ordinates a global network of volunteers and collaborators to produce, publish and disseminate systematic appraisals of scientific evidence relating to human health.

Cochrane's collaborators include health researchers, practitioners, patients and carers from over 130 countries around the world. Cochrane's primary output is systematic reviews, published in the Cochrane Library ([www.cochranelibrary.com](http://www.cochranelibrary.com)). Systematic reviews involve carefully examining all of the scientific research into a particular question, such as whether an intervention is effective at treating or preventing a disease, and determining the overall effect. By using sophisticated methods to combine and compare multiple studies, systematic reviews offer more reliable results than individual studies.

Cochrane Geographic Groups are Cochrane Groups who focus on areas of interest that extend across various health topics and are located in a specific region. They collaborate with other Cochrane Groups on topics relevant to their area(s) of interest to promote the awareness and use of evidence-based practices in that area. Geographic Groups are resourced by their host organisations and/or third-party funders, such as universities, national governments, or agencies, through the efforts of the Cochrane Geographic Group personnel, who seek core and project funding for their Cochrane activities. Cochrane currently has over 130 Geographic Groups across the globe.

The Geographic Group is based at the Host Organisation. This Agreement sets out the roles and responsibilities of the Host Organisation and Cochrane in respect of the Geographic Group. In consideration of the mutual promises set out in this Agreement, the sufficiency of which is acknowledged by both parties, the parties agree to the following terms.

### 1. GOVERNANCE AND STRUCTURE

**1.1** The Geographic Group must have a Host Organisation, at least one Director, and at least five personnel in total (including the Director(s)) in order to continue operating as a Geographic Group. References to the “**Geographic Group**” in this Agreement are references to the Host Organisation, the Director(s), and the Geographic Group personnel.

**1.2** Appointment of Directors:

**1.2.1** The first Director(s) of the Geographic Group shall be the Director(s) named in the application to become a Geographic Group which was approved by Cochrane.

**1.2.2** The Director(s) shall cease to be Directors on:

- (a) the expiry or termination of this Agreement; or
- (b) the date the Director(s) step(s) down or is removed,

whichever is earlier, and new Director(s) shall be selected if the Geographic Group is to continue operating as a Geographic Group. Previous Directors can be reappointed, provided they have not previously been removed as a Director.

**1.2.3** If selecting a new Director, the Geographic Group must notify Cochrane in writing of the proposed new Director and the Geographic Groups Executive and Cochrane's Geographic Groups Officer must give their approval in order for the new Director to be formally selected.

**1.2.4** To be eligible for appointment as a Director, individuals must not be a Director of any other Cochrane Geographic Group.

**1.3** The Host Organisation may establish an Advisory Board to advise and support the work of the Geographic Group. The powers of any Advisory Board shall be determined by the Director(s), giving due consideration to applicable Cochrane policies.

## **2. ROLES AND RESPONSIBILITIES OF THE HOST ORGANISATION**

**2.1** The Host Organisation shall, and shall ensure that the Director(s) shall:

**2.1.1** support the implementation of Cochrane's current strategy or strategies (and any subsequent Cochrane strategies) by agreeing with Cochrane an annual or multi-year plan of activities ("**Plan**") for the Geographic Group, including how the Geographic Group shall deliver its core functions;

**2.1.2** comply with all applicable Cochrane policies, including but not limited to those set out in Schedule 1 and those which are available on Cochrane's website, all as updated from time to time;

**2.1.3** comply with Cochrane's monitoring and evaluation process, which requires annual submission of evidence to demonstrate compliance with the Plan and this Agreement;

**2.1.4** comply with Cochrane's reasonable instructions, guidelines and/or policies relating to any Materials. In this clause, "Materials" means any materials, information or data (including but not limited to websites and web-based systems) created by, for and/or in connection with the Geographic Group;

**2.1.5** provide effective leadership, support, monitoring and management of the Geographic Group; and

**2.1.6** communicate and share good practice with personnel from other Geographic Groups, and not duplicate work being carried out by other Geographic Groups.

**2.2** The Host Organisation shall use reasonable endeavours to secure sufficient funding and in-kind support to allow the Geographic Group to deliver the functions set out set out in its Plan, including the Budget and Resources set out at the head of this Agreement.

**2.3** The Host Organisation shall ensure that each Director:

**2.3.1** attends a minimum of three Geographic Group Directors' meetings per year;

**2.3.2** maintains collegial, respectful communications and relationships with the other Geographic Group personnel, other Cochrane Group personnel, and Cochrane, in accordance with the principles of Cochrane's Charter of Good Management Practice<sup>1</sup>;

**2.3.3** behaves 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;

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<sup>1</sup> <https://community.cochrane.org/organizational-info/resources/policies/charter-good-management-practice>

**2.3.4** complies with all applicable Cochrane policies, including but not limited to those set out in Schedule 1 and those which are available on Cochrane’s website, all as updated from time to time;

**2.3.5** completes such induction and training as Cochrane reasonably requires; and

**2.3.6** ensures that the Geographic Group’s other personnel also comply with clauses 2.3.2 to 2.3.5.

**2.4** If the Geographic Group is a Centre which has Associates/Affiliates linked to it, Cochrane may at its discretion require the Host Organisation:

**2.4.1** to put agreements in place with those Associates/Affiliates; and

**2.4.2** to ensure such agreements are materially in the form of the template agreement provided by Cochrane for these purposes.

### **3. ROLES AND RESPONSIBILITIES OF COCHRANE**

Cochrane shall use reasonable endeavours to:

**3.1** reference the Host Organisation as host of the Geographic Group on its website;

**3.2** use reasonable endeavours to provide support to the Geographic Group, in line with Cochrane’s current strategies (and any subsequent Cochrane strategies);

**3.3** provide reasonable advice and support to the Geographic Group’s personnel in connection with the work they carry out for the Geographic Group, which may include:

**3.3.1** arranging at least three Geographic Group Directors’ meeting per year;

**3.3.2** providing induction training to the Geographic Group’s personnel;

**3.3.3** maintaining collegial, respectful communications and relationships with the Geographic Group’s personnel, in accordance with the principles of Cochrane’s Charter of Good Management Practice<sup>2</sup>;

**3.3.4** leading and managing the monitoring and evaluation and reporting processes for Geographic Groups; minimising the effort required by the Geographic Group to fulfil monitoring and evaluation and reporting activities wherever possible; and using the data it receives and analyses to provide feedback to Geographic Groups to assist with their work; and

**3.3.5** supporting the Geographic Group in discussions with external stakeholders and providing reasonable guidance with fundraising efforts if required.

**3.4** provide the Geographic Group’s personnel with the following resources during the Term of this Agreement:

**3.4.1** access to and support with using some of Cochrane’s IT tools and training resources when they are carrying out work for the Geographic Group, including a limited number of licenses to access (i) RevMan (for the purposes of carrying out Cochrane Reviews) and (ii) Cochrane Interactive Learning; and

**3.4.2** access to induction materials (for new and existing Geographic Group personnel).

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<sup>2</sup> <https://community.cochrane.org/organizational-info/resources/policies/charter-good-management-practice>

Such resources will be available to the Geographic Group if it remains up to date with the submission of its monitoring and evaluation evidence and has demonstrated compliance with the Plan and this Agreement.

#### **4. PERFORMANCE MANAGEMENT**

**4.1** If the Host Organisation and/or the Director(s) are not fulfilling their roles and responsibilities under this Agreement to Cochrane's reasonable satisfaction, Cochrane shall notify the Host Organisation in writing. This notification shall set out the roles and responsibilities which Cochrane considers are not being fulfilled. The Host Organisation shall have a reasonable period to remedy the issues identified in the notification. Cochrane may provide support and guidance to help the Host Organisation to remedy the issues identified in the notification.

**4.2** If the Host Organisation does not remedy the issues identified in the notification within a reasonable period of time following service of the notification, Cochrane may take further action, including but not limited to:

**4.2.1** suspension and/or removal of the Geographic Group's Director(s); and/or

**4.2.2** terminating this Agreement.

#### **5. TERM**

This agreement comes into force on the Agreement Start Date and remains in force until the Agreement End Date, unless terminated earlier ("Term"). This Agreement can be extended by written agreement signed on behalf of both parties.

#### **6. TERMINATION**

**6.1** Either party may terminate this Agreement at any time by giving three months' notice in writing to the other party.

**6.2** Cochrane may terminate this Agreement immediately by giving notice in writing to the Host Organisation if the Host Organisation:

**6.2.1** commits a material breach of this Agreement;

**6.2.2** commits persistent breaches of this Agreement;

**6.2.3** otherwise fails to fulfil its rights and responsibilities under this Agreement to Cochrane's reasonable satisfaction; and/or

**6.2.4** fails to take reasonable steps to ensure that the Director(s) and other Geographic Group personnel comply with the requirements of this Agreement.

**6.3** On termination or expiry of this Agreement, the Geographic Group shall no longer be a Cochrane Geographic Group and shall no longer be permitted to refer to itself as such, and the Host Organisation must:

**6.3.1** stop using Cochrane's name and logo immediately, and ensure that the Director(s) and the Geographic Group's other personnel stop using Cochrane's name and logo immediately; and

**6.3.2** comply with any other reasonable instructions that Cochrane notifies to it.

## **7. INTELLECTUAL PROPERTY**

- 7.1** Except where expressly stated otherwise, Cochrane (or its licensors) retain ownership of any Intellectual Property Rights owned by or licensed to Cochrane (“**Cochrane IP**”) and nothing in this Agreement assigns, licences or otherwise transfers any rights in the Cochrane IP.
- 7.2** The Host Organisation, the Directors and the Geographic Group’s personnel may use Cochrane’s name and logo only as permitted by Cochrane’s Logo and Endorsement Policy.
- 7.3** The Host Organisation shall grant to and/or procure for Cochrane a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable licence to use anything that the Geographic Group creates for, in the course of and/or in connection with its role as a Geographic Group.
- 7.4** The Host Organisation warrants that the use of anything licenced under Clause 7.3 shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 7.5** In this Agreement, “Intellectual Property Rights” means “patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, data (excluding personal data), database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world”.

## **8. CONFIDENTIALITY**

- 8.1** In this Agreement, “**Confidential Information**” means any information disclosed by or made available by a party to this agreement which is confidential or proprietary in nature.
- 8.2** Each party undertakes that it shall not at any time during or after the term of this Agreement, disclose to any person any Confidential Information, except as permitted by clauses 8.3 and 8.4.
- 8.3** Cochrane may only disclose the Geographic Group’s Confidential Information to Cochrane’s employees, officers, consultants, representatives or advisers who need to know such information for the purposes of exercising Cochrane’s rights or carrying out its obligations under or in connection with this Agreement.
- 8.4** Either party may disclose the other party’s Confidential Information if required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that (to the extent it is legally permitted to do so) it gives the other party as much notice of such disclosure as possible.
- 8.5** On termination or expiry of this agreement, each party shall:
- 8.5.1** destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information; and

**8.5.2** erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable).

## **9. DATA PROTECTION**

Both parties shall comply with the requirements of all applicable laws on data protection, including the Data Protection Act 2018, UK GDPR, and any successor legislation. Cochrane is not required to share any personal data with the Geographic Group, and the Geographic Group is not permitted to process any personal data on Cochrane's behalf. The Host Organisation shall ensure that any personal data processed by or on behalf of the Geographic Group is processed in accordance with all applicable data protection laws. Cochrane shall have no liability for any personal data processed by or on behalf of the Geographic Group.

## **10. COMPLIANCE WITH LAWS**

Both parties shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including but not limited to the UK Bribery Act 2010.

## **11. SANCTIONS**

**11.1** In this clause 11, the following definitions apply:

**Sanctions:** any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority.

**Sanctions Authority:** the UK and the United Nations (UN), and any other governmental authority with jurisdiction over the Host Organisation, any part of the Host Organisation's business or operations, the Director(s) and/or the Geographic Group personnel, and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities responsible for the implementation and enforcement of sanctions.

**Sanctions List:** any of the lists issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time.

**Sanctions Proceedings:** any actual or threatened:

a) litigation, arbitration, settlement or other proceedings (including alternative dispute resolution, criminal and administrative proceedings); or

b) investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority,

in each case relating to, or in connection with, any actual or alleged contravention of Sanctions.

**Sanctions Target:** a person that is:

a) listed on a Sanctions List;

b) owned or controlled by a person listed on a Sanctions List; or

c) otherwise identified by a Sanctions Authority as being subject to Sanctions.

**11.2** The Host Organisation warrants that as of the date it signs this Agreement it:

**11.2.1** is not a Sanctions Target and has not been a Sanctions Target at any time and nothing has occurred that could result in it becoming a Sanctions Target;

**11.2.2** is not contravening and has not contravened any Sanctions at any time; and

**11.2.3** has not in any way been involved in any Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings) at any time and there are no circumstances likely to give rise to any such Sanctions Proceedings.

**11.3** During the term of this Agreement, the Host Organisation shall:

**11.3.1** not contravene any Sanctions;

**11.3.2** not do, or omit to do, any act that shall cause or lead Cochrane to contravene any Sanctions;

**11.3.3** implement adequate policies and procedures to ensure compliance with Sanctions; and

**11.3.4** ensure that the Director(s) and Geographic Group personnel comply with clauses 11.3.1 to 11.3.3.

**11.4** The Host Organisation shall, as soon as reasonably practicable, notify Cochrane in writing if:

**11.4.1** at any time during the term of this Agreement, there is any fact or circumstance that would give rise to a breach of warranties given in clause 11.2 or clause 11.6.1 if the warranties were repeated; or

**11.4.2** it becomes aware of any breach or suspected breach of this clause 11;

and it shall provide such information about such fact or circumstance or about the breach as Cochrane requires to comply with its obligations to any Sanctions Authority or otherwise reasonably requests.

**11.5** If at any time during the term of this Agreement the Host Organisation becomes a Sanctions Target, is involved in Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings) or contravenes Sanctions, or anything occurs that could reasonably be expected to result in any of these things happening, Cochrane may in its absolute discretion and without affecting any other right or remedy available to it, terminate this Agreement with immediate effect by written notice to the Host Organisation.

**11.6** The Host Organisation:

**11.6.1** gives the warranties contained in clause 11.2 in respect of the Director(s) and the Geographic Group personnel, as at the date they are first appointed to be part of the Geographic Group;

**11.6.2** shall impose obligations equivalent to those it has accepted in this clause 11 on the Director(s) and Geographic Group personnel and procure that they comply with those obligations; and

**11.6.3** shall (without prejudice to Cochrane's rights under clause 11.5) take such action as is requested by Cochrane if the Director(s) or any Geographic Group personnel are a Sanctions Target,



are involved in Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings), contravene Sanctions or do anything that could reasonably be expected to result in any of these things happening.

**11.7** Without affecting any other right or remedy available to Cochrane, any breach of this clause 11 by the Host Organisation shall constitute a material breach of this Agreement.

## **12. VARIATION**

This Agreement can only be varied by written agreement signed on behalf of both parties.

## **13. FORCE MAJEURE**

Neither party shall be in breach of this Agreement nor liable for delay in performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.

## **14. ASSIGNMENT AND OTHER DEALINGS**

**14.1** The Host Organisation shall not assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of Cochrane.

**14.2** Cochrane is permitted to assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.

## **15. ENTIRE AGREEMENT**

**15.1** This Agreement constitutes the entire agreement between the parties.

**15.2** Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligence misstatement based on any statement in this Agreement.

## **16. NOTICES**

**16.1** A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at:

**Cochrane:**

Address: registered office address

Email: [contracts@cochrane.org](mailto:contracts@cochrane.org)

**Host Organisation:**

Address: address at the head of this Agreement

Email: email address on the first page of this Agreement

**16.2** This clause 16.2 sets out the delivery methods for sending a notice to a party under this Agreement and, for each delivery method, the date and time when the notice is deemed to have been received:

**16.2.1** if delivered by hand, at the time the notice is left at the address; or

**16.2.2** if sent by pre-paid first class post or other next working day delivery service providing proof of postage or delivery, at 9.00am on the second Business Day after posting; or

**16.2.3** if sent by email, at the time of transmission.

**16.3** If deemed receipt under clause 16.2 would occur outside Business Hours, it shall be deferred until Business Hours resume.

**16.4** In this clause, “Business Day” means “a day other than a Saturday, Sunday or public holiday in the place of receipt” and “Business Hours” means “9.00 am to 5.00 pm on a Business Day in the place of receipt”.

**16.5** This clause 16 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **17. SEVERANCE**

**17.1** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

**17.2** If any provision or part-provision of this Agreement is deemed deleted under clause 17.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **18. NO PARTNERSHIP OR AGENCY**

**18.1** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

**18.2** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **19. RIGHTS AND REMEDIES**

Unless expressly stated otherwise, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **20. WAIVER**

**20.1** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

**20.2** A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **21. COUNTERPARTS AND ELECTRONIC SIGNATURES**

**21.1** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**21.2** The parties hereby agree that this Agreement may be executed with electronic signatures and that such electronic signatures shall be valid and binding on the parties

## 22. THIRD PARTY RIGHTS

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

## 23. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

## SIGNATURES

This agreement is entered into on the date the last party signs it.

### Signed on behalf of The Cochrane Collaboration

Name: Catherine Spencer

Role: Chief Executive Officer

Signature:



Date:

### Signed on behalf of the Host Organisation

Name:

Role:

Signature:

Date:

### Agreement terms reviewed and acknowledged by Geographic Group Director(s)

Name:

Signature:

Date:

Name:

Signature:

Date:

## **Schedule 1 – Cochrane Policies**

Policies for Cochrane Groups

<https://community.cochrane.org/organizational-info/resources/policies/policies-cochrane-groups>

Policies for Members and Supporters

<https://community.cochrane.org/organizational-info/resources/policies/policies-all-members-and-supporters>

Logo and Endorsement Policy

<https://community.cochrane.org/organizational-info/resources/policies/organizational-position-statements/logo-and-endorsement-policy>

Partnerships Policy

<https://community.cochrane.org/organizational-info/resources/policies/organizational-position-statements/partnerships-policy>

Guidance on Priority Setting

<https://training.cochrane.org/online-learning/knowledge-translation/priority-setting/guidance-cochrane-review-priority-setting>

Data Protection Guidance

<https://help.cochrane.org/kb/section/32/>