



COLLABORATION AGREEMENT

BETWEEN

The Cochrane Collaboration

St Albans House, 57-59 Haymarket,
London SW1Y 4QX, United Kingdom

- hereinafter referred to as "Cochrane" -

AND

The Nordic Cochrane Centre

Rigshospitalet, 7811, Blegdamsvej 9
2100 København Ø, Denmark

- hereinafter referred to as "NCC" -

January 2017

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 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 we produce and disseminate in the form of Cochrane Reviews and other accessible resources, published in the *Cochrane Library* (www.thecochranelibrary.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 38,000 contributors from over 120 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.

All Cochrane Groups work to implement the goals and objectives of Cochrane's *Strategy to 2020*, 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" (formerly called "Branches") and "Affiliates" are Cochrane Groups that act with a country or regional focus for the organization. Their primary roles are to represent Cochrane, to support contributors to the collaboration's work and to facilitate uptake of Cochrane's outputs within a defined geographical or linguistic area. 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.

The Nordic Cochrane Centre (hereafter referred to as NCC - www.nordic.cochrane.org) was established in 1993 at the Rigshospitalet, Copenhagen, and works under the leadership of its Director, Professor Peter Gøtzsche.

The Parties are therefore establishing this Collaboration Agreement of 2nd February 2017, 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 the NCC in contributing to Cochrane's mission and strategic goals.

The Agreement

General Provisions

1. This Collaboration Agreement will begin on 2nd February 2017 and shall be valid for three years. The Agreement may be updated at the request of either [any] of the parties with reasonable justification.
2. The Nordic Cochrane Centre 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 set out in "*Implementing Strategy to 2020: Cochrane Centres, Branches & Networks - New Functions and Structures*" document (and as described on the Centres' portal on the Cochrane Community website and in Cochrane Policies).

3. Cochrane, through its Central Executive and recognised Cochrane Groups, is bound to support the activities of the NCC [and its Associate Centres and Affiliates] according to its available resources.
4. The Director of the Cochrane Centre agrees to adhere to Cochrane's managerial and performance accountability structures and to all adopted Cochrane's policies and procedures. The Director is accountable to the Governing Board (through the Chief Executive Officer) for the Centre's Cochrane activities.
5. 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.

Cochrane's Central Executive

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

6. **Recognize the NCC as the leader and co-ordinator of Cochrane activities and principal representative of Cochrane in Denmark, and consult with its Director (s) on any activities affecting Denmark and those countries where the NCC manages an Associate Centre/Affiliate.**
7. Acknowledge in its Annual Review, website and other organizational materials the support of the Rigshospitalet, Copenhagen as the host of the NCC; and the support of other additional funders to Cochrane's activities in Denmark.
8. Establish, develop, manage and maintain clear organizational strategies, policies, plans and structures in which the roles of the NCC, 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.
9. Provide support to the Director and the NCC 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.
10. Provide, at the request of the Director, all forms of support to the NCC and its Associate Centres and Affiliates that is due to the Centre.
11. **Upon the request of the Centre Director, engage with, advise and support the Director and his/her staff in their work, including addressing problems or complaints, and helping with conflict resolution.**
12. Provide to the NCC full access to the Cochrane Library (via Cochrane's publisher, John Wiley & Sons, Ltd), 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), and one free registration to Cochrane's annual Colloquium.
13. 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.
14. **Support the NCC in discussions with external stakeholders, and assist fundraising efforts if required.**

Nordic Cochrane Centre

The Director of the Nordic Cochrane Centre will:

15. Support the implementation of Cochrane's *Strategy to 2020* by agreeing with the CEO a bi-annual or **multi-year plan** of activities for the NCC, including how the Centre will deliver its core functions.
16. Try to secure sufficient funding and in-kind support to allow the NCC to deliver the functions set out for Centres and its own activity plans (e.g., staff costs, computers, internet access, travel).
17. Provide effective leadership, support, monitoring and management of any Associate Centre/Affiliate and may call on the CEO and the Central Executive for all forms of support to the Associate Centre/Affiliate that are due to the Centre.
18. Comply with Cochrane's reporting and monitoring (including financial) requirements.
19. Attend a minimum of two Centre Directors' meetings in every three-year cycle.
20. 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 NCC may:

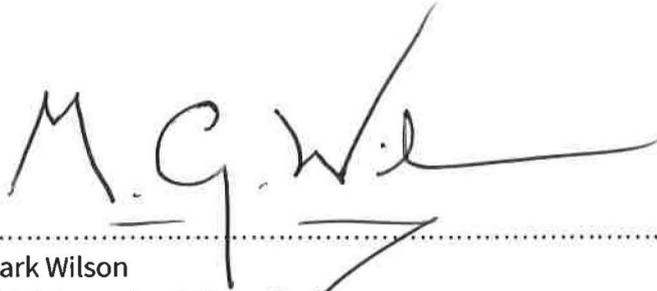
21. Establish and maintain an Advisory Board and/or independent Foundation to advise and support its work (including to attract external third party funding for its activities). The powers of any Foundation will be agreed by the Parties. The powers of any Advisory Board will be decided by the Centre Director.

Dispute Resolution and Performance Management

22. In the event of a dispute between the CEO and the NCC 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 Director remains opposed to the decision, he/she may appeal it to the Cochrane Governing Board. If the Centre Director's position is supported by a majority of the Cochrane Centre Directors' Executive, then this will be made clear to the 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 Centres - and continues to do so following a period of management and support to the Director and Centre - Cochrane, through the CEO and with the involvement of the Centre Directors' Executive, 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; and the Centre Directors' Executive may give its views to the Governing Board.

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Professor Peter C. Gøtzsche
Director, Nordic Cochrane Centre

Date:

A handwritten signature in black ink, appearing to read 'M. G. Wilson', written over a horizontal dotted line. The signature is fluid and cursive.

.....
Mark Wilson
Chief Executive Officer, Cochrane

Date:

22.2.17.

