



COLLABORATION AGREEMENT

BETWEEN

The Cochrane Collaboration

AND

**L'Associazione Alessandro Liberati
(Host Institution)**

A Cochrane Italy Affiliate

(1) L'Associazione Alessandro Liberati whose registered office address is at Via del pasticcio 15, 06122 Perugia (**Host Institution**)

(2) The Cochrane Collaboration, a charity registered in England with registration number 1045921 whose registered office is at St Albans House, 57-59 Haymarket, London SW1Y 4QX, UK (**Cochrane**)

Preamble

The Cochrane Collaboration (hereafter referred to as Cochrane, www.cochrane.org) is a global independent network of researchers, professionals, patients, carers, and people interested in health. Cochrane's 82,000 members and supporters from more than 130 countries^[1] work together to produce credible, accessible health information that is free from commercial sponsorship and other conflicts of interest. Many of its members are world leaders in their fields - medicine, health policy, research methodology or patient advocacy - and Cochrane Groups are situated in some of the world's most respected academic and medical institutions.

Cochrane 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 publishes in the *Cochrane Library* (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. Its principal component is the Cochrane Database of Systematic Reviews (CDSR), containing over 8,500 Cochrane Reviews. Cochrane does not accept commercial or conflicted funding and requires that Cochrane Reviews and other 'Cochrane Content' are produced free from commercial bias and interference. This is vital for the organization to generate authoritative and reliable information, working freely, unconstrained by commercial and financial interests.

Under the leadership and guidance of Cochrane's Central Executive Team, over 170 Cochrane Groups around the world work to implement the goals and objectives of Cochrane's [Strategy for Change](#), 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's Geographic Groups - including 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 area, and which are bound to fulfill the core functions of Geographic Groups as described by Cochrane (see: [Functions of Geographic Groups](#)).

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 Cochrane Group team members who attract core and project funding for their Cochrane activities.

The Cochrane Italy Affiliate (<https://associali.it/>) is based at the **Host Institution** in Perugia, Italy, and shall operate under the leadership of its Director, Maria Grazia Celani.

By way of this Collaboration Agreement, the Parties seek to formally establish the Cochrane Affiliate as part of Cochrane Italy 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 Italy in contributing to Cochrane's mission and strategic goals.

The parties agree as follows:

1. “Agreement” shall mean this document, including the Preamble and its Schedules, as amended for time to time in accordance with Clause 17.
2. “Cochrane activities”, those activities which the Cochrane Affiliate committed to undertake as part of their application to become a Cochrane Group, and/or were included in subsequent strategic or activity plans.
3. This Agreement will take effect from and including the date of signature of the last party to sign this Agreement and shall be valid until and excluding the earlier of the third anniversary of such date and the date terminated in accordance with Clause 16.
4. The Cochrane Affiliate is bound to:
 - a. undertake its Cochrane activities diligently, with all skill and care;
 - b. support Cochrane’s mission, principles, organizational strategies and goals as described in Cochrane’s [Strategy for Change](#)^[2], or any document which supercedes or replaces the *Strategy for Change*, as ratified by Cochrane’s Governing Board (“**Governing Board**”);
 - c. fulfil the core functions of a Cochrane Geographic Group as described on the [Cochrane Geographic Groups Portal](#)^[3].
5. The Host Institution shall ensure that the Cochrane Affiliate, and its Director, shall adhere to Cochrane’s [Principles of Collaboration](#)^[4] and its [organizational](#)^[5], [managerial](#)^[6] and performance accountability structures; and adopt and be bound by all Cochrane’s [published policies and procedures](#)^[7], including the ‘[Spokesperson Policy](#)’^[8] in respect of their Cochrane work. In addition to complying with Cochrane’s Conflict of Interest Policy, the Host Institution has devised its own additional conflicts of interest principles that it intends to comply with when carrying out its work as a Cochrane Affiliate, which are:

Independence: the work of the Cochrane Affiliate must be independent of conflicts of interest associated with commercial sponsorship and should be conducted by people or organizations that are free of such bias

Free from interference: The process for carrying out the work of the Cochrane Affiliate should operate free from interference.

Commercial sponsor or source’: the Host Institution will not, when carrying out its Cochrane Affiliate work, work with any for-profit manufacturer or any other for-profit source with a real or potential vested interest in the findings of a specific review or product. Government departments, not-for-profit medical insurance companies and health management organizations should not be included in this definition.
6. Cochrane, through its Central Executive Team and recognised Cochrane Groups, is bound to support the activities of the Cochrane Affiliate according to its available resources
7. The Host Institution will host the Cochrane Affiliate and support its activities according to its available resources.
8. In the event of a change to a Director of the Cochrane Affiliate, the appointment of the new Director must be approved by both Cochrane (through the CEO) and the Host Institution. The new Director must have extensive experience of working with Cochrane and/or of authoring or contributing to Cochrane Reviews or other evidence products. In the event the parties

cannot agree on the appointment of a new Director, either party may terminate this Agreement 'with cause' in accordance with Clause 16.

Cochrane's Central Executive

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

- a. Recognize the Cochrane Affiliate as one of the leaders and co-ordinators of Cochrane activities and one of the principal representative of Cochrane in Italy, and so consult with its Director on major issues affecting Cochrane's work in Italy.
- b. Acknowledge in its Annual Review, website and other organizational materials the support of the Host Institution as the host of the Cochrane Affiliate and the support of other funders to its Cochrane activities.
- c. Establish, develop, manage and maintain clear organizational strategies, policies, plans and structures in which the roles of the Cochrane Affiliate, other Cochrane Groups, Cochrane's governance and advisory bodies and the Central Executive Team are clear.
- d. Provide support to the Director and to the Cochrane Affiliate in line with activities, objectives and annual targets of Cochrane's *Strategy for Change* (and/or any subsequent, equivalent Cochrane strategy).
- e. Provide, at the request of the Director, the assistance and support set out in the document ["Responsibilities of Cochrane's Central Executive Team to Cochrane's Geographic Groups"](#)^[9] (as updated or amended from time to time) to the Cochrane Affiliate.
- f. Engage with, advise and support the Cochrane Affiliate's Director and team members in their work, including addressing problems or complaints and helping with conflict resolution. This support will include:
 - i. Responding to requests in a timely, efficient and effective manner;
 - ii. Arranging at least one Geographic Group Directors' meeting per year;
 - iii. Maintain collegial, respectful communications and relationships with all Geographic Groups' team members and volunteers in accordance with the principles of Cochrane's [Charter of Good Management](#)^[10] Practice.
 - iv. Behave in an open, transparent and professional manner with the Cochrane Affiliate team members, volunteers and the public to maintain Cochrane's reputation of integrity, respect and honesty with its stakeholders.
- g. Provide to the Cochrane Affiliate for the term of this Agreement:
 - i. One free full access subscription to the Cochrane Library (via Cochrane's publisher, John Wiley & Sons, Ltd);
 - ii. 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 without charge);
 - iii. Access to Cochrane Training resources and support, including Cochrane's Online Learning Modules;
 - iv. One free registration to Cochrane's annual Colloquium.
- h. Lead and manage the monitoring and reporting processes of Cochrane Groups. The Central Executive will, wherever possible, minimize the effort required by Cochrane Groups to fulfil

monitoring and reporting activities, and use the reporting and monitoring data it receives and analyses to provide feedback to Cochrane Groups to assist their work.

- i. Support the Cochrane Affiliate in discussions with external stakeholders, and assist fundraising efforts if required.

10. The Host Institution will ensure that the Director of the Cochrane Affiliate will:

- a. Support the implementation of Cochrane's *Strategy for Change* (and/or any subsequent, equivalent Cochrane strategy) by agreeing with the CEO an annual or multi-year plan of activities for the Cochrane Affiliate, including how the Cochrane Affiliate will deliver its core functions.
- b. Try to secure sufficient funding and in-kind support to allow the Cochrane Affiliate to deliver the functions set out set out in its strategic plan (e.g., team member costs, computers, internet access, travel).
- c. Provide effective leadership, support, monitoring and management of the Cochrane Affiliate.
- d. Comply with Cochrane's annual reporting and monitoring (including financial) requirements.
- e. Maintain collegial, respectful communications and relationships with the Cochrane Affiliate team members and volunteers, other Cochrane Group team members and volunteers, and the Central Executive Team in accordance with the principles of Cochrane's [Charter of Good Management Practice](#).
- f. 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.
- g. Attend a minimum of two Geographic Group Directors' meetings in every three-year cycle.
- h. Inform the Central Executive Team 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.

11. The Host Institution, through the Director of the Cochrane Affiliate, may:

- a. Call on the CEO and the Central Executive Team for the assistance and support that are due to the Cochrane Affiliate, as set out in the document ["Responsibilities of Cochrane's Central Executive Team to Cochrane's Geographic Groups"](#) (as updated or amended from time to time).
- b. 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 Cochrane Affiliate Director giving due consideration to applicable Cochrane policies.

Dispute Resolution and Performance Management

12. In the event of a dispute between Cochrane and the Director on Cochrane-related business or issues, the CEO and the Director will make every good faith effort to resolve it amicably within six weeks. The CEO and/or the Director may call upon the Geographic Group Directors' Executive to advise on the resolution of the dispute.
13. If, following attempts at a resolution of the dispute it remains unresolved, the Director(s) may appeal to the Cochrane Governing Board. The decision of the Governing Board will be final.
14. In the event that the performance or activities of the Director or the Cochrane Affiliate in relation to Cochrane activities falls outside the expectations, functions and policies for Cochrane Geographic Groups - and continues to do so following a period of management and support to the Director and to the Cochrane Affiliate - 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.
15. 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:
 - a. provision of further training and support;
 - b. suspension or removal of the Director;
 - c. dissolution or transfer of the Cochrane Group to another location or organisation, and termination of this Agreement 'with cause' in accordance with Clause 16; or
 - d. deregistration of the Cochrane Affiliate as a Cochrane Group, and termination of this Agreement 'with cause' in accordance with Clause 16.

The Director or the Host Institution may appeal against such a decision, in accordance with Clause 13.

General Provisions

16. Without affecting any other right or remedy available to it, either party may terminate this Agreement without cause on giving not less than two months' written notice to the other party. Furthermore, either party may terminate this Agreement immediately on written notice to the other party in the event of a breach of these terms by the other party ('with cause').
17. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Both parties shall, at all times, remain willing to discuss possible contractual variations that have been prompted by technical or other factors, although neither party shall have any obligation to agree to any such variation proposed.
18. Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement, without the express consent of the other party, not to be unreasonably withheld or delayed.
19. 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.

20. If any provision of this Agreement is deemed to be, or becomes, invalid or ineffective, the remaining provisions will remain in full force and effect. The parties undertake to replace such invalid or 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.
21. With the exception of Cochrane Innovations Limited, this Agreement does not give rise to any rights to third parties, under the Contracts (Rights of Third Parties) Act 1999 or equivalent legislation, to enforce any term of this Agreement.
22. Except where expressly provided otherwise in this Agreement, in case of any dispute arising under or in connection with this Agreement, the parties undertake to make every effort to settle their dispute by amicable agreement. If the parties are unable to settle such a dispute by amicable agreement, the courts of England and Wales shall have exclusive jurisdiction to settle such dispute. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

Signed on behalf of The Cochrane Collaboration



Signature

Date:.....31 January 2022

Sylvia de Haan

Head of Advocacy, Communications and Partnerships

Signed on behalf of Alessandro Liberati Association

Signature 

Date:.....31/01/2022.....

Dr. Maria Grazia Celani

President of the Alessandro Liberati Association, **Host Institution**
and Director for the Cochrane Affiliate

^[1] As of January 2020

^[2] <https://www.cochrane.org/about-us/strategy-for-change>

^[3] <https://community.cochrane.org/organizational-info/resources/resources-groups/centres-portal/establishing-geographic-group/roles-centres-associates-affiliates-and-networks>

[4] <https://community.cochrane.org/organizational-info/resources/policies/policies-all-members-and-supporters/principles-collaboration-working-together-cochrane>

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

[6] <https://community.cochrane.org/organizational-info/resources/policies/charter-good-management-practice>

[7] <https://community.cochrane.org/organizational-info/resources/policies>

[8] <https://community.cochrane.org/organizational-info/resources/policies/spokesperson-policy>

[9] <https://community.cochrane.org/organizational-info/resources/resources-groups/geographic-groups-portal/planning-reporting-and-accountability>

[10] <https://community.cochrane.org/organizational-info/resources/policies/charter-good-management-practice>