



COLLABORATION AGREEMENT

BETWEEN

The Cochrane Collaboration

AND

Khon Kaen University

[Cochrane Geographic Group Host Institution]

ON BEHALF OF

Cochrane Thailand

22/April/2020

(1) Khon Kaen University incorporated and registered in Thailand whose registered office is at 123 Moo 16 Mittapap Road, Nai-Muang, Muang District, Khon Kaen 40002, Thailand (**Host Institution**)

(2) The Cochrane Collaboration, a charity registered in the United Kingdom 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 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.

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 8,000 Cochrane Reviews, which are accepted globally as representing the gold standard in high quality, trusted health information. As well as disseminating this evidence, Cochrane is the custodian of the methodologies, processes and tools integral to producing a Cochrane Review.

Cochrane does not accept commercial or conflicted funding. This is vital for Cochrane to generate authoritative and reliable information, working freely, unconstrained by commercial and financial interests. To this end, Cochrane requires that Cochrane Reviews and its other synthesized evidence are produced free from commercial bias and interference.

Under the leadership and guidance of Cochrane's Central Executive Team, over 150 Cochrane Groups around the world 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" 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 Geographical Groups as described by Cochrane (see: [Functions of geographically-oriented 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 staff who attract core and project funding for their Cochrane activities.

Cochrane Thailand (<https://tcn.cochrane.org/>) was established in 2012, based at **Khon Kaen University** in Khon Kaen, Thailand, and shall operate under the leadership of its Director, Pisake Lumbiganon.

Cochrane Thailand is an Associate Centre of Cochrane Australia and both groups are expected to collaborate to achieve Cochrane's mission.

By way of this Collaboration Agreement, the Parties seek formally to establish Cochrane Thailand 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 Thailand 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 Cochrane Thailand 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 begin on the date of final signature by the parties hereto and shall be valid until the earlier of the third anniversary of such date or the date terminated in accordance with Clause 16.
4. Cochrane Thailand 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 to 2020](#), or any document which supercedes or replaces the *Strategy to 2020*, as ratified by Cochrane’s Governing Board (“**Governing Board**”);
 - c. fulfil the core functions of a Cochrane Geographic Groups as described on the [Cochrane Geographic Groups Portal](#).
5. Cochrane Thailand, and its Director, shall adhere to Cochrane’s [Principles of Collaboration](#) and its [organizational](#), [managerial](#) and performance accountability structures; and adopt and be bound by all Cochrane’s [published policies and procedures](#), including the ‘[Spokesperson Policy](#)’ in respect of their Cochrane work. The Director is accountable to Cochrane through Cochrane’s Chief Executive Officer (“**CEO**”) for the Cochrane Geographic Group’s activities and for the work of any Affiliates reporting to them (where applicable).
6. Cochrane, through its Central Executive Team and recognised Cochrane Groups, is bound to support the activities of Cochrane Thailand [and its Affiliates, where applicable] according to its available resources
7. The Host Institution will host Cochrane Thailand and support the activities of Cochrane Thailand according to its available resources.
8. In the event of a change in the Director of Cochrane Thailand, 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 will:

- a) Recognize Cochrane Thailand as the leader(s) and co-ordinator(s) of Cochrane activities and the principal representative of Cochrane in Thailand, and so consult with its Director(s) on major issues affecting Cochrane’s work in Thailand.

- b) Acknowledge in its Annual Review, website and other organizational materials the support of the Host Institution as the host of Cochrane Thailand and the support of other funders to its Cochrane's activities.
- c) Establish, develop, manage and maintain clear organizational strategies, policies, plans and structures in which the roles of Cochrane Thailand, other Cochrane Groups, Cochrane's governance and advisory bodies and the Central Executive Team are clear.
- d) Provide support to the Director and the Cochrane Geographic Group in line with activities, objectives and annual targets of Cochrane's *Strategy to 2020*.
- e) Provide, at the request of the Director, all forms of support to Cochrane Thailand - and its Associate Centres and Affiliates, where applicable - that is due to Cochrane Thailand.
- f) Engage with, advise and support the Cochrane Thailand Director and his/her staff 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 staff and volunteers in accordance with the principles of Cochrane's [*Charter of Good Management Practice*](#).
 - iv. Behave in an open, transparent and professional manner with the Cochrane Thailand staff, volunteers and the public to maintain Cochrane's reputation of integrity, respect and honesty with its stakeholders.
- g) Provide to Cochrane Thailand 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 Cochrane Thailand in discussions with external stakeholders, and assist fundraising efforts if required.

10. The Director of Cochrane Thailand will:

- a) Support the implementation of Cochrane's *Strategy to 2020* by agreeing with the CEO an annual or multi-year plan of activities for Cochrane Thailand, including how Cochrane Thailand will deliver its core functions.
- b) Try to secure sufficient funding and in-kind support to allow Cochrane Thailand to deliver the

functions set out in its strategic plan (e.g., staff costs, computers, internet access, travel).

- c) Provide effective leadership, support, monitoring and management of Cochrane Thailand and any Associate Centre/Affiliate where applicable.
- d) Comply with Cochrane's annual reporting and monitoring (including financial) requirements.
- e) Maintain collegial, respectful communications and relationships with Cochrane Thailand staff and volunteers, other Cochrane Group staff 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 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 Director of Cochrane Thailand may:

- a) Call on the CEO and the Central Executive Team for all forms of support that are due to Cochrane Thailand.
- 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 Thailand Director giving due consideration to applicable Cochrane policies.

Dispute Resolution and Performance Management

- 12. In the event of a dispute between the CEO and the Cochrane Thailand 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 Cochrane Thailand 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, the Cochrane Thailand 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.
- 14. In the event that the performance or activities of the Director or his/her Cochrane Geographic Group 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 the Cochrane Group - 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 terminate this Agreement 'with cause' in accordance with Clause 16; or
- d) deregistration of Cochrane Thailand as a Cochrane Group, and terminate this Agreement 'with cause' in accordance with Clause 16.

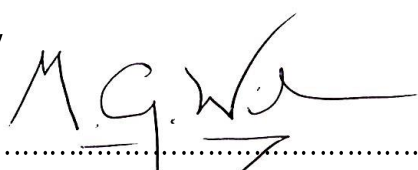
The Director or the Host Institution may appeal a decision in accordance with Clause 13.

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 six 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, 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 (including its schedules), in case of any dispute over the interpretation or the execution of this Agreement, the parties undertake to make every effort to settle their dispute by amicable agreement. If the parties are unable to settle a dispute arising out of or in connection with this Agreement, the applicable law will be the national or state law of the defendant court.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by



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Mark G. Wilson

Chief Executive Officer, Cochrane

Date: 15.05.20

Signed by

Charnchai Pan.

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Charnchai Panthongviriyakul
Acting President, Khon Kaen University

Date: 18.06.20

Read and understood by

Plsake Lumbiganon

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Plsake Lumbiganon
Director, Cochrane Thailand

Date: 18.06.20