

Collaboration Agreement

This agreement made in duplicate the ___ day of ___, 20__.

Among:

(See Appendix A for list of participating individuals)

(Hereinafter jointly referred to as the “Parties”)

The purpose of this agreement is to set out the terms and conditions relating to the processes and goals of the collaboration among the Parties regarding the creation of the International Network for Circumpolar Health Research.

About the Parties

As listed in Appendix A, the Parties include researchers, research trainees, and supporters of research based in academic research centres, Indigenous people’s organizations, regional health authorities, scientific/professional associations, and government agencies, all sharing the goal of improving the health of the residents of the circumpolar regions through international cooperation in scientific research.

The Parties shall constitute the Members of the International Network for Circumpolar Health Research (hereafter INCHR).

Definitions

For the purposes of this agreement,

- *Circumpolar*: descriptive term, referring to geographic region comprising all countries bordering the Arctic Ocean; usually but not exclusively pertaining to the Arctic and Subarctic ecological zones, encompassing both Indigenous and non-indigenous populations; human health researchers working in Antarctica are also welcome to join
- *Health research*: broadly defined and multidisciplinary in scope, encompassing basic biomedical research, clinical investigations, and research into the health of populations and health systems

Objectives

The INCHR will:

1. conduct, sponsor, and promote research programs and projects investigating the patterns, determinants and impact of health conditions among circumpolar peoples and the strategies for improving their health;

2. support research training at all levels and increase capacity for circumpolar health research in communities, service delivery agencies and higher educational institutions;
3. facilitate exchange, communication and dissemination of research data;
4. strengthen the health information system in the circumpolar region.

In-Kind Contributions

The Parties will contribute staff time, space, equipment and other resources which are necessary to achieve the objectives of this collaboration in their individual locality.

Management and Administration

An international secretariat will be established to manage networking and coordination among the Parties. Funding for the operation of the secretariat will be sought from appropriate donors by one or more of the Parties. Where possible, the Parties are encouraged to contribute funding or in-kind support to the Network's international activities.

The Parties will communicate regularly during the period covered by this collaboration agreement to ensure that it achieves its objectives.

A website will be developed and maintained by the international secretariat. It is the responsibility of all Parties to contribute materials and resources to the website

There shall be annual general assemblies of all Parties or their delegates to review progress, exchange information, and plan new projects. The location and organization of the annual meeting will be rotated among the Parties. The costs of such meetings will be borne by the host Parties, or shared with the international secretariat, depending on available funding.

This agreement recognizes the accountability of the Parties for the management of their own assets and resources, and the internal delegation of authorities and responsibilities within the Parties.

Communications

The Parties will work jointly on any announcement or communication relating to this agreement. No Party shall release any communication or announcement to the media without prior agreement of the other Parties.

The Parties agree not to use the names and logos of the other Parties in any communication intended for the public domain – written, verbal or electronic – without prior written permission of the other Parties.

Ownership of Property

This agreement in no way grants, and shall not be construed to grant to any Party any right, title or interest in or to any copyright, trade-mark, name, symbol, logo, message or slogan of any other Party, except as expressly stipulated in this agreement.

Confidentiality

The confidential information of each Party is the exclusive property of that Party. The Parties agree that they have not acquired and shall not acquire any right, title or interest in the confidential information of the other Parties.

Access to Information and Privacy Legislations

All Parties are subject to access to information and privacy legislations in force in their respective countries and sub-national jurisdictions.

Ethics

All Parties must comply with relevant ethical guidelines and policies in force in their respective countries, sub-national jurisdictions, and institutions. All Parties also recognize the additional requirements for research on Indigenous communities and will adhere to the relevant ethical principles.

Limitation of Liability

No Party shall be liable for any direct, indirect, consequential or other damages suffered or incurred by any other Party in connection with this agreement including, but not limited to, loss of revenues, profits or savings by a Party, or for any demands, claims, actions or proceedings against any other Party by any person that is not a Party to this agreement.

No Party will be liable for the actions of any other Party.

Term and Termination

This agreement shall begin on the date of the last signature, as evidenced below.

The Parties may terminate this agreement and dissolve the Network upon the written consent of all Parties. An individual Party may withdraw from the Network and this agreement by giving three months' notice.

In the event that this agreement is terminated for any reason or expires, the obligations of each Party with respect to ownership and confidentiality, and any other provisions that would reasonably be expected to survive the termination of the agreement, shall survive such termination to the extent necessary.

Arbitration

If a dispute arises out of, or in connection with this agreement, the Parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process.

Partnership

The Parties do not intend by this agreement to create a legal partnership, joint venture or agency relationship.

General Provisions

Each Party represents and warrants to the other that:

- it has full power to enter into and perform this agreement, and
- the person signing below on its behalf has been properly authorized and empowered by it to execute this agreement

The Parties acknowledge that they are independent Parties.

It is understood by the Parties that no Party is in any way authorized to enter into any contract or agreement, make any warranties or representations, or create any obligation, express or implicit, on behalf of another Party.

This agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. This agreement cannot be amended except by means of a document signed by the Parties.

This agreement is specific to the Parties and may not be assigned or transferred by any Party without the prior consent of the others, and any assignment without consent will be null and void.

Contacts

(See Appendix A)

This agreement is signed and authorized by:

Name, title, institution/organization

Date