

Cooperation Agreement

Joint Action: Improving Quality in HIV Prevention (QHP) (contract number 2012 2102)

This is a Cooperation Agreement between:

The **coordinating partner (main beneficiary)**:

Bundeszentrale für gesundheitliche Aufklärung (BZgA, German Federal Centre for Health Education)
Ostmerheimer St. 220
51109 Cologne
Germany

And the **associated partner (co-beneficiary)**:

Prince Leopold Institute of Tropical Medicine
Foundation of Public Utility
Nationalestraat 155
B-2000 Antwerpen
Belgium

This Cooperation Agreement sets out the arrangements between the coordinating partner (main beneficiary) and the associated partners (co-beneficiaries) for the management and the implementation of the Joint Action QHP.

More specific information to support the points set out in this Cooperation Agreement is available in the "Financial Guidelines" document accompanying this Agreement.

The content of this Agreement and the Financial Guidelines are based on the Grant Agreement for the Joint Action QHP, which was signed by BZgA on 19/12/2012 with a contract start date of 01/03/2013. The text is adapted from the Cooperation Agreement developed by the EuroHealthNet for the Equity Action Project.

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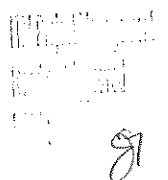
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Cooperation Agreement

Purpose

This cooperation agreement sets out the principles and processes that the associated partners in the Joint Action QHP consent to use in order to implement the project successfully and to maximise its benefits to all participating stakeholders. By signing this cooperation agreement, the main beneficiary and coordinating partner BZgA (the coordinator) and each associated partner and co-beneficiary commit to acting in the spirit of cooperation and to using the processes described in this cooperation agreement in their dealings with all associated and collaborating partners.

Principles

The following principles of cooperation will support the project's focus on improving the quality of HIV prevention across its diverse range of participating countries and organisations as well as the interdependency of its work packages:

Participation: to attend and actively participate in all relevant meetings, conferences and correspondence and to inform partners of any absences as early as possible. This also includes nominating main contact persons and alternate contact persons to cover absences.

Respect: to welcome and value the unique perspectives and contributions that all participating partners bring to the project, including being interested in and keeping in mind their background and local circumstances. This means aiming to give equal time to each contributor and to respond respectfully to the content of his or her contribution.

Responsibility: to stay informed about all relevant aspects of the project, to commit clearly to all relevant tasks and to carry them out in a professional and timely fashion. This also means being aware of the interdependency of work packages and to prioritise tasks that others depend on.

Openness: to inform partners of all facts, new developments or limitations that may impact on cooperation, in order that solutions may be found together. This also means being open to change where possible in order to support others.

Enjoyment: to organise and carry out the project in a way that all partners may enjoy their work and the time spent in cooperation with each other.

Communication

Because English as the project's working language is a second language for most partners, all are encouraged to speak slowly and clearly, to avoid jargon and to ask for clarification whenever necessary. All partners commit to communicating all relevant information to other partners and to respond to correspondence within a reasonable time.

The main means of correspondence will be email. All partners commit to checking their email accounts on their normal working days and to nominate alternative recipients during prolonged absences. All partners will provide a current email address and a landline contact telephone number (see Annex "Partner Contact Details"). Mobile telephone numbers should only be called for urgent communications, unless agreed otherwise.

Meetings and teleconferences will be used for coordination and dissemination. Work package leaders and the coordinator are responsible for drafting and circulating agendas, facilitating meetings and documenting outcomes with the assistance of participating partners.

Before communicating by way of additional technology (e.g. sms, mms, video conferencing, skype etc.), partners will ensure that all relevant participants have access.

Decision Making

Partners will aim to make decisions by consensus. The coordinator and work package leaders have a special role in proposing decisions and solutions to problems. They will follow the principle of openness in explaining the rationale for their proposals. All partners will contribute to decision making in the interest of the success of the project overall, and to the shared benefit of all stakeholders.

If consensus is not reached within the available time, urgent decisions may be taken by majority vote. Work package leaders and the coordinator have a casting vote and may veto a decision if it is deemed contrary to the provisions of the Grant Agreement or any other requirement that they are responsible for complying with. In such cases the coordinator will inform the Executive Agency for Health and Consumers (EAHC) of the dissenting views.

The coordinator and work package leaders will communicate decisions to all relevant stakeholders in a timely fashion.

Conflict Management

If any partner perceives a difficulty or conflict with another partner in relation to the project, he or she will raise the issue as soon as possible and try to resolve it with that partner in the first instance, keeping

in mind the principles of cooperation listed above. If this does not resolve the conflict, the parties shall approach the work package leader to assist. If this is unsuccessful, the work package leader shall contact the coordinator to assist. The coordinator may in turn inform the EAHC and/or engage an external mediator in order to resolve the conflict.

All conflict management will include:

- *Listening*: all parties should be listened to fully, equally and respectfully while they describe the difficulty or conflict from their point of view. Parties should focus on the issue, not on the person.
- *Confidentiality*: all parties will treat information exchanged as part of conflict management as confidential and ensure that the conflict does not affect other partners, and will especially avoid rumours and gossip.
- *Finding a solution*: all parties will decide on and clearly state what they want to happen in order to overcome the difficulty or resolve the conflict. All parties should be prepared to accept a reasonable compromise. Once a solution has been agreed to and implemented, all parties will consider the conflict as resolved and will not raise the same issue again.
- *Appreciation*: all parties are encouraged to remember and express what they appreciate and value about cooperating with the other parties in the conflict and about everyone's preparedness to find a solution.

Partner Responsibilities

All associated partners (co-beneficiaries) are responsible for the successful implementation of their work as set out in the Grant Agreement. Partners and work package leaders must communicate any significant deviation from the Grant Agreement in relation to work package descriptions, timelines, milestones and deliverables to the coordinator, who will discuss it with the steering group and will negotiate any changes with the EAHC.

Work Package Responsibilities

The leaders of work packages 2-8 will develop a work plan (work package plan) with all other partners who contribute to the work package. The initial versions of the work package plans (due to be included in the agenda papers for the second steering group meeting in month 8, October 2013) will contain all relevant detail for the first 18 months of the project, but may contain less detail about the second half of the project. This will be added in a second version after the interim technical report has been finalised.

Work package plans will include:

- A summary of the staff members and days allocated to the Work Package by each contributing partner

- The work package description, milestones and deliverables (including due dates) from Annex I of the Grant Agreement
- A description and list of tasks, task allocation, collaboration and synergies within the work package including the allocation of responsibilities
- A description of the input the work package requires from other work packages (including due dates)
- A description of the output the work package is required to deliver to other work packages (including due dates)
- If possible, a graphic representation of the work package time line including cooperative relationships with other work packages.

Work package leaders will present, coordinate and adjust plans at steering group meetings.

Administrative Responsibilities

Notwithstanding other responsibilities arising from the Grant Agreement or other mutually agreed arrangements, co-beneficiaries, by signing this cooperation agreement, agree to:

- Forward to the coordinator and work package leaders all data and documents needed for the successful implementation of the project
- Forward to the coordinator all the data and information for the technical and financial reports within the deadlines set by the coordinator – these are anticipated to be month 18 (August 2014) and month 36 (February 2016). The financial reports must follow the format provided, which has the same structure as the estimated budget.
- Inform the coordinator and work package leaders immediately of any event liable to substantially affect or delay the implementation of the project.
- Ensure that all information to be provided to the Executive Agency for Health and Consumers (EAHC) is sent via the Bundeszentrale für gesundheitliche Aufklärung (BZgA), (*in English: Federal Centre for Health Education*), except where the Grant Agreement specifically stipulates otherwise.
- Inform the coordinator as soon as any transfers between items of eligible costs become necessary. When the transfer is agreed, the coordinator will inform the EAHC. Transfers between budget items that exceed 20% of the amount of the receiving budget item require a formal amendment to the Grant Agreement and must receive prior approval by the EAHC.
- Clear all mass communications and publications related to the project with the Dissemination work package, use the project's corporate identity and include the following statement:

"This (insert appropriate description, e.g. publication, conference, etc.) arises from the Joint Action 'Improving Quality in HIV prevention (QHP)', which has received funding from the European Union within the framework of the Health Programme and is coordinated by the German Federal Centre for Health Education."

Any communication or publication shall also indicate that sole responsibility lies with the author and that the Executive Agency is not responsible for any use that may be made of the information contained therein.

- Keep all original documents relating to expenditure on the Joint Action QHP for a period of five years from the date of payment of the balance (including original proof of staff costs, invoices, receipts, boarding passes etc.).
- Provide the coordinator with all the necessary documents and evidence requested (original proof of staff costs, invoices, receipts, boarding passes, etc.) in the event of audits and evaluation checks.
- Keep a record of the hours worked by each person participating in the project using the monthly timesheet (provided as an Annex) and send copies to the coordinator on request.
- Refund to the coordinator funds already transferred if their use cannot be justified by accounting records.

It is also agreed that:

- The coordinator shall transfer to each co-beneficiary the amounts corresponding to their participation in accordance with the estimated budget (Grant Agreement Annex II). Initial payments will be made within 20 days of receipt of this signed cooperation agreement by email. Future transfers will take place within 45 days after the transfer payment of the Executive Agency for Health and Consumers (EAHC) to the coordinator has been made. The payment arrangement between the BZgA and the EAHC is the following: 40% on approval of Grant Agreement, 30% on approval of interim report (anticipated month 18) and 30% (balance payment after the project has finished and all reports have been approved by the Commission).
- If the work of a partner is not implemented or is implemented poorly, partially or late, the budget that was initially provided may be reduced by the coordinator in line with the terms of the Grant Agreement.
- In duly justified cases, the coordinator may request to terminate the participation of a co-beneficiary by giving 60 days written notice stating the reasons. The coordinator can reallocate the tasks to other co-beneficiaries or nominate a replacement.
- In duly justified cases, any co-beneficiary may request the termination of participation in the project. The request must be submitted to the coordinator who shall inform the EAHC by giving 60 days written notice stating the reasons.

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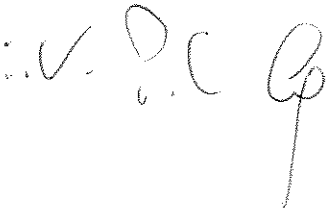
For
The Coordinator
Bundeszentrale für gesundheitliche Aufklärung

For
Associated Partner
Prince Leopold Institute of Tropical
Medicine

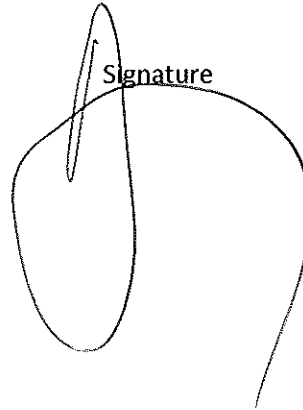
Name Prof. Dr. Elisabeth Pott
Position Director
Place Cologne
Date 16.04.13

Name Prof. Dr. Bruno Gryseels
Position Director
Place Antwerp
Date 19/03/2013

Signature



Signature



Annex 1 · Project Budget and Budget for the Beneficiary

Budget for Joint Action QHP - 01.03.2013 – 29.02.2016 (36 months)

A. Budget summary of project

Budget Item	Expenditure EURO
Personnel costs	2.372.122
Travel costs and subsistence	358.248
Equipment	7.000
Subcontracting	213.600
Other costs	349.500
Overheads	229.542
Total Expenditure	3.530.012

Budget Item	Income EURO
EC Funding	1.493.180 (42.30%)
Contribution public officials	719.097
Applicant's contribution	1.317.735
Total Income	3.350.012

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Payment Schedule

The payment arrangement between BZgA and the EAHC is the following:

- 40% on approval of Grant Agreement
- 30% on approval of interim report
- 30% (balance payment after the project has finished and all reports have been approved by the Commission).
- Project partners can anticipate receiving the first payment within 20 days of receipt of this signed cooperation agreement by email, and subsequent payments within 45 days of receipt by BZgA of the funds from the EAHC (all payments are subject to receipt of funds from EAHC).
- The balance payment will be made after the final technical report and final financial report have been approved by the EAHC.

B. Budget summary for ITM

Budget Item	Expenditure EURO
Personnel costs	275.484,00
Travel and subsistence costs	11.502,00
Equipment	0,00
Subcontracting	0,00
Other Costs	5.500,00
Overheads	20.474,00
Total expenditure	312.960,00

Budget Item	Expenditure EURO
EC Funding	218.448,00
Contribution public officials	0,00
Applicant's contribution	94.512,00
Total Income	312.960,00

C. Detailed Budget for ITM

1. Personnel costs pertaining to public officials

Function	Name	Number of days	Daily cost (EURO)	Cost EURO
				0,00
				0,00
				0,00
				0,00
				0,00
				0,00

				Total	5.500,00

4. Subsistence allowance

Purpose	Means of transport	From	To	Number of persons	Cost EURO
Kick-Off-Meeting/Advisory Group Meeting 1.5 days	Plane	Antwerp	Berlin		416,00
Final Conference 1.5 days	Plane	Antwerp	Berlin		832,00
Steering Group Meeting 1.5 days	Plane/Train	Antwerp	Luxembourg		474,00
Steering Group Meeting 2 days	Plane/Train	Antwerp	Cologne		416,00
Steering Group Meeting 2 days	Plane/Train	Antwerp	Cologne		416,00
Steering Group Meeting 2 days	Plane/Train	Antwerp	Cologne		416,00
Steering Group Meeting 2 days	Plane/Train	Antwerp	Cologne		416,00
Steering Group Meeting 2 days	Plane/Train	Antwerp	Cologne		416,00
Data Collection at Training 2	Plane/Train	Antwerp	Amsterdam		440,00
Data Collection at Training 3	Plane	Antwerp	Ljubljana		440,00
Data Collection at Training 4	Plane	Antwerp	Barcelona		440,00
Data Collection at Training 5	Plane	Antwerp	Tallinn		440,00
Conference for Dissemination (WP leaders only)	Plane	Antwerp	TBC		440,00
				Total	6.002,00

5. Consumables and supplies directly linked to the project

Description	Cost (EURO)
Total	

6. Subcontracting costs

Description	Cost EURO
	0,00
	0,00
	0,00

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	0,00
	0,00
Total	0,00

7. Other costs

Description	Cost EURO
Collaborating partner travel for Evaluation meetings	2.000,00
Printing WP leader materials	1.500,00
Meeting costs (room and equipment hire, catering for collaborating partners and guests)	1.000,00
Conference fees	1.000,00
Total	5.500,00

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Annex 2 Monthly Timesheet

Name of partner organisation:

Project: Joint Action QHP

Project-No.: 2012 2102

Year:

Month:

Name of staff:

Week 1

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
							0

Week 2

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
							0

Week 3

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
							0

Week 4

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
							0

Week 5

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
							0

Grand total

0

Place and date

Signature of the staff:

Place and date

Signature of the responsible:

Instructions: To be filled in starting at the first day of the month. Time sheets should be filled in starting from 1st March 2013 and should be submitted in signed hard copy on request. The value entered each day is a proportion of a full day's work expressed as a decimal fraction between 0 to 1 (example: 0.2 for one fifth of a day's work. If you work 7.5 hours per day on average, this 0.2 proportion represents 1.5 hours.)

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Annex 3 List of Associated and Collaborating Partners

Associated Partners

Nr	Institution	Abbr.	Country
	Federal Centre for Health Education	BZgA	Germany
1	Aids Hilfe Wien	AHW	Austria
2	Sensoa not for profit organisation	Sensoa	Belgium
3	EuroHealthNet	EHN	Belgium
4	Deutsche AIDS-Hilfe e.V.	DAH	Germany
5	Hellenic Centre for Disease Control and Prevention	KEELPNO	Greece
6	Health Service Executive	HSE	Ireland
7	Stichting Aids Fonds – STOP AIDS NOW! - Soa Aids Nederland	SANL	Netherlands
8	Slovak Medical University	SMU	Slovakia
9	Društvo ŠKUC	ŠKUC	Slovenia
10	Sida-studi	Sida-studi	Spain
11	Ministerio de Sanidad, Servicios Sociales e Igualdad (Ministry of Health, social services and equality)	MSSSI	Spain
12	Smittskyddsinstitutet (Swedish Institute for Communicable Disease Control)	SMI	Sweden
13	Lega Italiana per la Lotta contro l'Aids	LILA	Italy
14	National Institute for Health Development	NIHD	Estonia
15	Croix-Rouge luxembourgeoise	C-R luxembourgeoise	Luxembourg
16	Prins Leopold Institute for Tropical Medicine	ITM	Belgium
17	The Sexual Health Centre Ltd	SHC	Ireland
18	Health Protection Agency	HPA	United Kingdom

19	National Institute for Infectious Diseases Lazzaro Spallanzani	INMI	Italy
20	Croatian National Institute of Public Health	HZJZ	Croatia
21	HELP – Udruga za pomoc mladima	HELP	Croatia
22	Centre for Communicable Diseases and AIDS	CCDA	Lithuania
23	Spółeczny Komitet ds. AIDS – Social AIDS Committee	SKA	Poland
24	National Institute for Infectious Diseases	INBI	Romania

Collaborating Partners

Nr	Institution	Country
1	Norwegian Directorate of Health	Norway
2	WHO Regional Office for Europe	Denmark
3	European Centre for Disease Prevention and Control (ECDC)	Sweden
4	University of Applied Sciences Northwestern Switzerland (FHNW)	Switzerland
5	Bulgarian Ministry of Health	Bulgaria
6	AIDES	France
7	GAT contactos	Portugal
8	European Monitoring Centre for Drugs and Drug Addiction (EMCDDA)	Portugal
9	UNAIDS	Switzerland
10	Catholic University for Applied Sciences Berlin	Germany
11	European Science Advisory Network for Health (EuSANH)	Netherlands
12	European AIDS Treatment Group (EATG)	Belgium

13	Federal Office of Public Health, Switzerland (BAG)	Switzerland
14	National Institute of Public Health	Slovenia
15	Icelandic Directorate of Health	Iceland
16	National Institute for Health and Welfare (THL)	Finland



Annex 4 Partner Contact Details

	Name	Position	Email address	Telephone number
Main contact person	B. Vuylsteke	Senior Researcher	bvuyksteke@itg.be	+32 3 2476651
Legal Representative	B. Gryseels	Director	bgryseels@itg.be	+32 3 2476206
Work package 2				
Work package 3	C. Nöstlinger	Scientific Researcher	cnoestlinger@itg.be	+32 3 2476472
Work Package 4				
Work Package 5				
Work Package 6				
Work Package 7				
Work Package 8				