



**ASSOCIATION EUROPÉENNE DES MÉDECINS DES HÔPITAUX
EUROPEAN ASSOCIATION OF SENIOR HOSPITAL PHYSICIANS
EUROPÄISCHE VEREINIGUNG DER LEITENDEN KRANKENHAUSÄRZTE
EUROPESE VERENIGING VAN STAFARTSEN
DEN EUROPÆISKE OVERLÆGEFORENING
ΕΥΡΩΠΑΪΚΟΣ ΣΥΛΛΟΓΟΣ ΝΟΣΟΚΟΜΕΙΑΚΩΝ ΙΑΤΡΩΝ ΔΙΕΥΘΥΝΤΩΝ
ASSOCIAZIONE EUROPEA DEI MEDICI OSPEDALIERI
DEN EUROPEISKE OVERLEGEFORENING
ASSOCIAÇÃO EUROPEIA DOS MÉDICOS HOSPITALARES
ASOCIACIÓN EUROPEA DE MÉDICOS DE HOSPITALES
EUROPEISKA ÖVERLÄKARFÖRENINGEN
EVROPSKO ZDRŽENJE BOLNIŠNIČNIH ZDRAVNIKOV
EUROPSKA ASOCIACIA NEMOCNICNÝCH LEKAROV
EUROPSKA UDRUGA BOLNIČKIHI LIJEČNIKA
ΕΒΡΟΠΕΪΣΚΑ ΑΣΟΪΙΑΪΙΑ ΗΑ ΣΤΑΡΣΗΤΕ ΒΟΛΗΙΧΝΗ ΛΕΚΑΡΗ
ASOCIATIA EUROPEANA A MEDICILOR DIN SPITALE**

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CATHERINE HARTMANN CONSULTING

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Collaboration Agreement

This Collaboration Agreement (“Agreement”), by and between [name of client], [address] [acronym of client] and Catherine Hartmann Consulting, rue de Trèves 49-51 Box 6, 1040 Brussels, Belgium, (“Consultant”), is for consulting services.

[name of client] requires a specialised consultant with expertise in public health to fulfil [insert mandate].

Accordingly, the parties hereby agree as follows:

1. **Term.** This Agreement shall commence on [date] and run for a period of 1 (one) year. After this term [name of client] and the Consultant will review the term of their collaboration and decide whether they wish to pursue it (as is, or differently) or to end it.
2. **Consultant's obligations.** The Consultant shall provide [name of client] with the consulting services specified in the Scope of Work attached to this Agreement as Annex 1 (the “Scope of Work”). The Consultant may not delegate any part or whole of the work to another person. The Consultant declares that she is conducting this work on her own private behalf. The service shall be performed to a high professional standard. The Consultant will provide supporting documentation for the work performed (invoices and written reports) to the [insert reporting's person title] of [name of client] who acts as the manager of this Agreement.
3. **Client's Obligations.** [name of client] agrees to cooperate with the Consultant. [name of client] shall provide the Consultant with all the information, instructions and support that is necessary for satisfactory performance of the consulting service and completion of deliverables by the Consultant. This may include access to the [name of client] office facilities and equipment.
4. **Compensation and Method of Payment.**
 - a) **Compensation.** [name of client] shall pay the Consultant 12,000 EUR per year exclusive of all applicable taxes including VAT. The Consultant is responsible for her own travel, accident and health insurance. When requested by [name of client], the Consultant shall be required to travel on mission within the European Union. For these missions, [name of client] shall reimburse the travel costs according to the European Commission rules for allowable transport expenses and the associated costs (hotel, local transport, subsistence) up to a maximum amount of the European Commission's per diem rate for the country in question.

- b) **Method of Payment.** The Consultant will invoice [name of client] on a monthly basis accompanied by the originals of any supporting documents for travel costs. [name of client] shall pay the invoice within 14 days of receipt by bank transfer to the following bank account:

IBAN = BE46363077454136

BIC = BBRUBEBB

- c) **Tax Withholding:** the Consultant acknowledges that she is an independent consultant and has been retained by [name of client] as such. Therefore, no taxes that may be due in any country are withheld from Consultant payment. Consultant hereby acknowledges that any liability for taxes Consultant may incur is Consultant sole responsibility and not the responsibility of [name of client].

5. Company Property

The Consultant acknowledges that all originals and copies of materials, records and documents generated by her or others associated with her tasks as consultant coming into her possession or control during the course of consultancy are the property of [name of client]. Upon termination of consultancy or upon request of [name of client] at any time, the Consultant shall promptly deliver all originals and copies of such materials to [name of client]. During the Consultant consultancy with [name of client] and all time thereafter, the Consultant shall not remove or cause to be removed from the premises any record, file, memorandum, document, equipment or any like item relating to the business of [name of client].

6. Work Product

The Consultant agrees that all intellectual property, including but not limited to, research results, publications, concepts, creations, developments, programmes, products, processes, materials or other properties conceived, developed, researched or published during her mandate with [name of client], using equipment or materials furnished by [name of client] or within the scope of the consultant consultancy with [name of client], whether conceived by the consultant alone or working with others (the work product), shall be owned by and belong exclusively to [name of client]. The consultant hereby assigns to [name of client] any rights that she may have to the work product and agrees to execute any documents and to take any action reasonably requested by [NAME OF CLIENT] in the work product. The consultant acknowledges that any copyrightable subject matter created by the consultant within the scope of her consultancy, whether containing or involving confidential information or not, is a work-for-hire and shall be deemed the sole author and owner thereof for any purposes whatsoever.

7. **Termination.** This Agreement may be terminated in the following circumstances:

- a) By either party, upon one-month written notice, for any lawful reason;
- b) By [NAME OF CLIENT] upon two-week notice if [NAME OF CLIENT]'s Service Contract with the European Commission which covers this Agreement is cancelled or terminated.
- c) By either party, upon two-week notice, if the other party fails to fulfill its obligations under this Agreement and does not respond to a request to take a corrective action within a two-week period; or
- d) By mutual agreement between the parties.

Any notice served under this contract must be in writing. A notice should be served on either party by sending it by registered mail addressed to the other party at the current business address at time of notice served.

In the case of premature termination of the Agreement [NAME OF CLIENT] shall pay the Consultant for all the work actually carried out by the Consultant before the date of termination of the Agreement.

At the end of her mandate, the consultant will transfer to [NAME OF CLIENT] all the documents, drafts, photo material, or received addresses and databases used for the performance of her duties under this contract without any costs.

8. **Liability.** The Consultant shall not be liable for any direct or indirect damage to [NAME OF CLIENT] due to her failure to fulfill the obligations under this Agreement. The Consultant shall not be liable for any direct and indirect damage to [NAME OF CLIENT] caused by the content of documents produced under this agreement.
9. **Governing Law.** This Agreement shall be governed by the laws of Kingdom of Belgium.
10. **Dispute Resolution and Jurisdiction.** In the event of any dispute arising under this Agreement, or any subsidiary agreement, the parties will work together in good faith to amicably resolve the dispute. If the parties cannot reach a good faith resolution any litigation shall be filed in the Kingdom of Belgium and both parties consent to the jurisdiction of the courts sitting in the Kingdom of Belgium and in Brussels in particular.
11. **Confidentiality and Non-disclosure.** The Consultant shall not disclose to a third party any information or data that [NAME OF CLIENT] indicated as confidential without the prior written approval of [NAME OF CLIENT]. Both parties agree not to disclose to any one the content of this contract and/or appendices thereto without the previous written approval of the other party.
12. **Representation.** The Consultant may not represent [NAME OF CLIENT] or use the name and/or logo of [NAME OF CLIENT] in any manner other than as identified in this contract without obtaining the written consent of [NAME OF CLIENT].
13. **Complete Agreement.** This document constitutes the complete and exclusive agreement between the parties, superseding all representations, proposals or promises whether oral or written, and all other communications between the parties, relating to the subject of this Agreement.
14. **Modification.** This Agreement may be amended only in writing executed by both [NAME OF CLIENT] and the Consultant. Proposals in this respect from one party shall be given due consideration by the other party.
15. **Execution of Agreement.** This Agreement shall be made in two copies which, duly signed, shall be considered as an original and all of which taken together shall be considered a single agreement.
16. This contract has four appendices.

Done in Brussels on [insert date], in 2 (two) copies,

(Signature)

(Signature)

Name
Title
[NAME OF CLIENT]

Catherine Hartmann
Director, Owner of CHC

Attachment 1

Scope of Work

To be filled in by the client