



THE UNIVERSITY  
of ADELAIDE



JOANNA BRIGGS INSTITUTE  
Better evidence. Better outcomes.

UA Ref: UA183333-28

7 March 2019

The Czech Republic (Middle European) Centre for Evidence-Based Healthcare (CEBHC): A Joanna Briggs Institute Centre of Excellence

Czech Republic (Middle European) Centre for Evidence-Based Healthcare  
Masarykova univerzita/ Masaryk University

Lekarska fakulta/ Faculty of Medicine

Kamenice 3  
625 00 Brno  
Czech Republic

Dear Dr Miloslav Klugar

Smlouva odběr./dodav. č. 111910035119  
Č. zakázky ..... 5201  
Č. činnosti ..... 2112  
Č. FÚ ..... 0001  
Datum 31.7.2019 Podpis

**RE: JBI CENTRE OF EXCELLENCE MEMBERSHIP**

The Joanna Briggs Institute (**JBI**), an institute of the University of Adelaide (**University**), is pleased to inform *The Czech Republic (Middle European) Centre for Evidence-Based Healthcare (CEBHC): A Joanna Briggs Institute Centre of Excellence (Organisation)* that your *JBI Centre of Excellence* membership as part of the international Joanna Briggs Collaboration (**JBC**) has been approved.

The JBC is an international network comprising **JBI Centres of Excellence** and **JBI Affiliated Groups** which together strategically promote and support evidence informed approaches to the delivery of healthcare policy and practice in their respective countries and regions.

*JBI Centres of Excellence* have established themselves as a prestigious hub of expertise, through which high quality programs of evidence synthesis, transfer and implementation are achieved. They are recognised by the Joanna Briggs Institute as an Entity that provides leadership, support, guidance and mentorship to novice groups, and they meet the required competencies and key performance indicators prescribed by the Institute.

To formalise your *JBI Centre of Excellence* membership, please arrange for your Organisation to accept the attached University's Terms and Conditions ("**Agreement**") by countersigning and returning a copy to the address below. Please note that:-

- The existing Affiliated Group or Centre of Excellence Agreement with your Organisation will be discontinued as from the date of execution of this Agreement;
- The initial term of this Agreement will be from 1 August 2019 ("**Effective Start Date**") until 31 March 2022. Subject to review by JBI, this Agreement will automatically renew for a further term of three years unless your Organisation is otherwise notified in writing by JBI at least 30 days prior to expiry/renewal.

Should you have any questions regarding this letter or the University's Terms and Conditions, or if we can assist with anything further, please do not hesitate to contact me at [redacted]@adelaide.edu.au.

Yours sincerely



Prof Zoe Jordan  
Executive Director  
Joanna Briggs Institute  
Faculty of Health and Medical Sciences

# JBI CENTRE OF EXCELLENCE TERMS AND CONDITIONS

The University of Adelaide

## 1. DEFINITIONS

---

In this *JBI Centre of Excellence* agreement (this Agreement):

- 1.1. **Centre** means the *JBI Centre of Excellence* established, or to be established, pursuant to this Agreement.
- 1.2. **Collaborating Organisation** means the Organisation approved for membership as a *JBI Centre of Excellence*, the details of which are specified in the covering letter to these terms and conditions.
- 1.3. **Collaborating Organisation's Materials** means any materials developed by the Collaborating Organisation for the purpose of the Collaborative Activities during the Term of this Agreement and any prior agreement's with the University.
- 1.4. **Collaborative Activities** means those activities described as such in the Joanna Briggs Collaboration Handbook.
- 1.5. **Committee of Directors** means a committee of the JBC consisting of the directors of all collaborating organisations and chaired by the Executive Director.
- 1.6. **Completion Date** is the period of 3 years from the Effective Start Date.
- 1.7. **Confidential Information** means all information held by a Party, in any forms or media, including, without limitation, information, research protocols and methodology, processes, techniques, software, computer records, designs, plans, drawings and models, but does not include information:
  - (a) which is publicly available at the date of this Agreement;
  - (b) which subsequently becomes publicly available, other than as a result of breach of this Agreement by the recipient or disclosure by any other person contrary to this agreement.
  - (c) which is already known to the recipient at the date of this Agreement; or
  - (d) which the recipient has acquired or come to know after the date of this Agreement:
    - (i) independently of the disclosing Party or any agent or employee of the disclosing Party; and
    - (ii) otherwise than pursuant to this Agreement.
- 1.8. **Effective Start Date** means 1 August 2019.
- 1.9. **Executive Director** the Executive Director of the Joanna Briggs Institute.
- 1.10. **Intellectual Property Rights** means patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, trade secrets, know-how, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.
- 1.11. **JBI Logo** means the JBI logo depicted on the first page of this Agreement and registered as Australian trade mark number 915074.
- 1.12. **JBI Materials** means any materials developed by JBI prior to the Effective Start Date of this Agreement or independently of this Agreement and provided to the Collaborating Organisation.
- 1.13. **JBI Short Courses** include the JBI Comprehensive Systematic Review Training Program (CSRTP) and the JBI Evidence-based Clinical Fellowship Program (EBCFP)
- 1.14. **JBI Train the Trainer Handbook** means the Train the Trainer Handbook provided by the University, through JBI, to the Collaborating Organisation for distribution to the Trainer(s), available at <https://wiki.ioannabriggs.org/display/JBCI/Joanna+Briggs+Collaboration+Hub> and as periodically amended by JBI.
- 1.15. **JBI Training Materials** are the training materials and information provided by the University, through JBI, to the Collaborating Organisation for distribution to the Trainer(s), to allow the Trainer(s) to deliver JBI Short Courses.
- 1.16. **Joanna Briggs Collaboration Handbook** means the Joanna Briggs Collaboration Handbook available at <https://wiki.ioannabriggs.org/display/JBCI/Joanna+Briggs+Collaboration+Hub> and as periodically amended by JBI.
- 1.17. **Participant(s)** include a person who registers to attend a JBI Short Course delivered by the Collaborating Organisation's Trainer(s).
- 1.18. **Term** means the term of this Agreement being from the Effective Start Date until 31 March 2022.
- 1.19. **Trainer(s)** means a person (or persons) employed by the Collaborating Organisation, who having completed the prescribed JBI Short Course Train the Trainer program, as detailed in the JBI Train the Trainer Handbook, is authorised to deliver a JBI Short Course on behalf of the Collaborating Organisation.
- 1.20. **Training Activities** are those activities required to be carried out by the Trainer(s) to deliver a JBI Short Course as detailed in the JBI Train the Trainer Handbook.
- 1.21. **Training Administration Fee** means the \$AUD amount payable to JBI per participant registration in JBI Short Courses delivered by the Collaborating Organisation as determined by JBI and detailed in the JBI Train the Trainer Handbook as varied from time to time.
- 1.22. Unless the context otherwise requires:
  - (a) references to the singular includes the plural and conversely;
  - (b) words importing gender will include all genders;
  - (c) the expression 'person' will include individuals, corporations, partnerships, joint ventures, associations, trusts, agencies or other bodies; and
  - (d) where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
  - (e) words defined in the covering letter to these terms & conditions have the same meaning in these terms and conditions.

## 2. Term of the Agreement

---

- 0.1 As from the Effective Start Date, the Collaboration Agreement dated 1 August 2019 between JBI and the Collaborating Organisation is terminated, and the Parties agree to regulate their future JBC collaborative arrangements on the terms and conditions of this Agreement.
- 0.2 This Agreement commences on the Effective Start Date and, unless terminated earlier in accordance with clause 9, operates for the Term.
- 0.3 The Term may be extended for any period as agreed between the Parties in writing.

JBI Centre of Excellence Agreement v FINAL dated 01.02.2019

## JBI CENTRE OF EXCELLENCE TERMS AND CONDITIONS

### 3. Confidential Information

---

- 3.1 Each Party will retain all right, title and interest in and to its Confidential Information and disclose to the recipient Party such of its Confidential Information as it considers necessary for the Collaborative Activities.
- 3.2 A disclosing Party must notify the recipient Party of any restrictions or limitations on use of the Confidential Information of which it is aware. A recipient Party may only use the Confidential Information in accordance with those restrictions or limitations.
- 3.3 The recipient of any Confidential Information agrees to keep the Confidential Information secret and confidential and must not, without the prior written approval of the disclosing Party, use, disclose, divulge or deal with any Confidential Information, nor cause, permit or allow any act, matter or thing to be done, omitted or occur which causes any Confidential Information to become known or be used by, or be disclosed or communicated to, any other person, except strictly in accordance with the terms of this Agreement.

### 4. Obligations of the Collaborating Organisation

---

- 4.1 The Collaborating Organisation agrees that to qualify as, and to continue to qualify as, a JBI Centre of Excellence member it must at all times:
  - 4.1.1 manage the Collaborative Activities of the Centre in the manner prescribed for such activities in the Joanna Briggs Collaboration Handbook and this Agreement or as agreed in writing between the Parties;
  - 4.1.2 cover all costs in connection with the establishment and operation of the Centre;
  - 4.1.3 perform all its obligations under this Agreement through the auspices of the Centre, in a form and with content as agreed between the Parties;
  - 4.1.4 participate in periodic reviews of its Collaborative Activities in accordance with the Joanna Briggs Collaboration Handbook; and
  - 4.1.5 participate in a summative review prior to the Completion Date of this Agreement in the manner detailed in the Joanna Briggs Collaboration Handbook
- 4.2 The Collaborating Organisation must perform such Core and Elective Key Performance Activities as are sufficient to enable the Collaborating Organisation to meet the standard for continuing membership as a *JBI Centre of Excellence* (as more particularly described in the Joanna Briggs Collaboration Handbook).
- 4.3 The Collaborating Organisation will appoint a Director of the Centre who will manage the Centre in accordance with, and to such standards specified in, the Joanna Briggs Collaboration Handbook.
- 4.4 The Collaborating Organisation Director (or proxy) will endeavour to attend the Committee of Directors teleconferences and face to face meetings and JBI/JBC Colloquia and Conventions in accordance with the manner and procedure set out in the Joanna Briggs Collaboration Handbook.
- 4.5 The Collaborating Organisation agrees that in the delivery of JBI Short Courses it will:
  - 4.5.1 be liable for all costs in connection with the delivery of the Training Activities by the Trainer(s);
  - 4.5.2 provide JBI with information in relation to the Training Activities undertaken by the Trainer(s) including details of Participants, where the courses/programs were conducted, and which Trainer(s) taught the course;
  - 4.5.3 ensure that Participants who have completed JBI Short Courses subsequently complete the online course evaluations;
  - 4.5.4 ensure that the Trainer(s) deliver only the JBI Training Materials and conduct Training Activities in accordance with the JBI Train the Trainer Handbook;
  - 4.5.5 ensure at all times that the most recent version of JBI Training Materials provided to the Collaborating Organisation by JBI is used to carry out the Training Activities, except where the Collaborating Organisation has obtained express written permission from JBI to use older materials;
  - 4.5.6 ensure that the Trainer(s) conduct at least one JBI Short Course per calendar year, in accordance with the JBI Train the Trainer Handbook; and
  - 4.5.7 ensure that the Trainer(s) successfully complete Trainer reaccreditation activities as required by JBI.

### 5. Intellectual Property

---

- 5.1 Each Party retains ownership to Intellectual Property Rights it has created prior to the Effective Start Date or independently of this Agreement and which it has made available for the performance of this Agreement.
- 5.2 The Collaborating Organisation grants the University an irrevocable, exclusive, fee-free licence to use the copyright in the Collaborating Organisation's Materials provided for the Collaborative Activities under this Agreement.
- 5.3 The University grants the Collaborating Organisation a revocable, non-exclusive, fee-free licence to use the copyright in the JBI Materials, for the sole purpose of the Collaborative Activities during the Term.
- 5.4 The University grants the Collaborating Organisation a revocable, non-exclusive licence solely for the Organisation and its Trainer(s) to use the copyright in the JBI Training Materials, for the sole purpose of conducting Training Activities to deliver JBI Short Courses, and for the Participants' subsequent learning purposes, but not for the Participants to gain credits towards tertiary, higher education, post graduate or award courses. The Collaborating Organisation and its Trainer(s) may only use, photocopy or distribute JBI Training Materials for the purpose of providing JBI Training Materials to the Participants. The Collaborating Organisation will respect, and will ensure its Trainer(s) respect, the moral rights of the authors in the JBI Training Materials.
- 5.5 If the Collaborating Organisation wants to incorporate the JBI Training Materials in the programs they deliver for the purpose of Participants gaining credits towards tertiary, higher education, post graduate or award courses, the Collaborating Organisation must enter into good faith negotiations with the University to obtain a licence to the JBI Training Materials for that purpose.
- 5.6 The Collaborating Organisation grants to the University a perpetual, non-exclusive licence for JBI to use, copy and publish information provided to it under clause 4.5.2.
- 5.7 Each Party will, in any publication containing information provided by the other Party, acknowledge the authorship of that information.

# JBI CENTRE OF EXCELLENCE TERMS AND CONDITIONS

## 6. Publicity and promotion

---

- 6.1 The Collaborating Organisation will use reasonable endeavours to promote JBI within its spheres of influence, including, without limitation, the promotion of subscription to JBI's online resources.
- 6.2 The University grants a non-exclusive, revocable, royalty-free licence, for the Collaborating Organisation to use the Joanna Briggs Institute name (including JBI™) and JBI Logo for the sole purpose of promoting the Collaborative Activities and JBI.
- 6.3 In the event that the University considers that its name or the Joanna Briggs Institute name or JBI Logo has been used outside the requirements of clause 6.2, the University will cancel this licence with immediate effect, by giving written notice to the Collaborating Organisation.
- 6.4 The University will provide the Collaborating Organisation with sufficient quantities of its promotional material to enable the Collaborating Organisation to promote JBI.
- 6.5 The Collaborating Organisation will be solely responsible for and will ensure that all communications conducted by it, in connection with this Agreement and particularly JBI, will not contain information that is inaccurate or incomplete, false, misleading or deceptive.
- 6.6 If the University reasonably considers that the Collaborating Organisation has breached this clause 6, the University may terminate this Agreement pursuant to clause 9.2.

## 7. Payment and Funding

---

- 7.1 The Collaborating Organisation agrees to provide financial and in-kind assistance for base level staffing and infrastructure sufficient to enable:-
  - (a) effective operation of the Collaborative Activities at the Centre; and
  - (b) the Collaborating Organisation to meet, and maintain, the standard for continuing membership as a *JBI Centre of Excellence*.
- 7.2 Any funding received by the Collaborating Organisation from the University pursuant to this Agreement must be used only to fund Collaborative Activities.
- 7.3 In respect to any funding provide by the University under clause 7.2 (above), the Collaborating Organisation must keep and maintain proper accounting records of how the funding is spent and if requested by the University, at any time during or for 7 years after the Term, the Collaborating Organisation will provide copies of such records to the University's employees or advisers.
- 7.4 The Collaborating Organisation will pay the University the Training Administration Fee for any JBI Short Courses delivered, as detailed in the JBI Train the Trainer Handbook.
- 7.5 The Collaborating Organisation must keep and maintain proper accounting records of all payments made to the University under clause 7.4 (above), all Training Activities carried out by the Collaborating Organisation, including revenue generated, and if requested by JBI, at any time during or for 7 years after the Term, the Collaborating Organisation will provide copies of such records to the University.

## 8. Liability

---

- 8.1 Each Party will be responsible for the safety of its own property and employees involved in the Collaboration Activities. Personnel of one Party will in no circumstances be considered to be employees of the other Party.
- 8.2 Each Party ('**indemnifying Party**') will indemnify the other Party ('**indemnified Party**') from and against any loss (including reasonable legal costs and expenses) or liability (but specifically excluding any loss of profit and indirect or consequential loss damage or injury) reasonably incurred or suffered by the indemnified Party arising from any claims, demands, actions or proceedings by a third party against the indemnified Party directly arising out of a breach of the terms of this Agreement or the negligent act or omission of the indemnifying Party provided that such indemnity will be reduced proportionately to the extent that any negligent act or omission or breach of the terms of this Agreement of the indemnified Party or its officers, employees and agents contributed to the relevant loss or liability.

## 9. Termination & Disestablishing a Centre

---

- 9.1 Either Party may terminate this Agreement by not less than 3 months written notice to the other Party (unless an earlier termination is mutually agreed by the Parties in writing).
- 9.2 If the Collaborating Organisation breaches this Agreement and the University reasonably considers that the breach cannot be remedied, then the University will, by way of notice in writing, terminate this Agreement immediately.
- 9.3 The consequences of the expiry or termination of this Agreement include:
  - (a) the immediate termination of the licence for the Collaborating Organisation and its Trainer(s) to use the JBI Training Materials;
  - (b) the immediate termination of the licence granted to the Collaborating Organisation and its Trainer(s) under clause 6.2;
  - (c) the immediate return of the JBI Training Materials to the University by the Collaborating Organisation; and
  - (d) the immediate cessation of use of all promotional material referring to JBI and JBI Short Courses, including all promotional material that uses the Joanna Briggs Institute or JBI™ name and/or JBI Logo, by the Organisation and immediate return to the University.
- 9.4 All rights and obligations under Clauses 3, 5, 7, 8, and 10 will survive termination of this Agreement.
- 9.5 Upon termination or expiration of this Agreement, the Parties agree to follow the Centre Disestablishment Process as described in the Joanna Briggs Collaboration Handbook.

## 10. Dispute Resolution

---

- 10.1 The Parties will endeavour to settle any dispute, controversy or claim arising out of, or relating to, this Agreement in good faith.
- 10.2 Any Dispute arising out of or relating to this Agreement or the breach, termination or invalidity of this Agreement will in the first instance be referred to the following representatives of the Parties for them to endeavour to resolve amongst themselves:

JBI Centre of Excellence Agreement v FINAL dated 01.02.2019

# JBI CENTRE OF EXCELLENCE TERMS AND CONDITIONS

**The University:** Deputy Vice Chancellor, Research or his/her authorised delegate  
**Collaborating Organisation:** The Dean of Faculty of Medicine

10.3 In the event that the Dispute is not resolved within 30 days from the date of referral of the Dispute to the designated persons referred to in clause 10.2 (or within such further period as those representatives may agree is appropriate), the Parties may take such further action as they think fit and reasonable in the circumstances.

## 11. Severability

---

Should any provision of this Agreement be held by a court to be invalid, unenforceable or illegal for any reason, such provision will be deemed severed from the Agreement and the validity and enforceability of the remaining provisions will not be affected.

## 12. Entire Agreement

---

This Agreement constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and understandings, whether oral or in writing.

## 13. Assignment

---

This Agreement is personal to the Parties and neither Party may assign its benefits or obligations under this Agreement unless mutually agreed in writing.

## 14. General

---

- 14.1 The Collaborating Organisation must not transfer or encumber its interest in, or subcontract its obligations under, this Agreement without the University's written consent.
- 14.2 The relationship between the Parties is that of independent contractors and not partners, joint venturers or principal and agent.
- 14.3 Nothing in this Agreement prevents the University from entering into any future arrangements with any third party in relation to any matter similar to or in competition with the subject matter of this Agreement.
- 14.4 The Parties intend to sign and deliver this Agreement by electronic transmission. Each Party agrees that the delivery of the Agreement by electronic transmission will have the same force and effect as delivery of original signatures and that each Party may use such electronic signatures as evidence of the execution and delivery of the Agreement by all Parties to the same extent that an original signature could be used.
- 14.5 In the case of any inconsistency between any translation of this Agreement, or any documentation related to this Agreement, in a language other than English and the English version, the English version will prevail.

### EXECUTED as an Agreement

SIGNED for and on behalf of the **UNIVERSITY OF ADELAIDE**

by an officer duly authorised to sign on its behalf: )

)

)

)

)

)

Name: *Greg Macpherson*

Position: *University Delegate*

Date: *22 July 2019*

SIGNED for and on behalf of **COLLABORATING ORGANISATION** by an officer duly authorised to sign on its behalf: )

)

)

)

)

)

Name: Prof. MUDr. Martin Bareš, Ph.D.

Position: the Dean of Faculty of Medicine

Date: *30.7.2019*