



**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 ΑΣΟΪΙΑΪΑ ΝΑ ΣΤΑΡΣΗΤΕ ΒΟΛΝΗΧΝΗ ΛΕΚΑΡΗ
ASOCIATIA EUROPEANA A MEDICILOR DIN SPITALE**

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COLLABORATION AGREEMENT

Between

AEMH, European Association of Senior Hospital Physicians, (AISBL – non-profit organization under Belgian law), located Rue Guimard 15, B-1040 Brussels, represented by its President Dr Joao de Deus and its treasurer Dr Hrvoje Sobat
-hereinafter “AEMH”

And

Liaison Office Europe of Healthcare Organisations, (AISBL – non-profit organization under Belgian law in formation), located Rue de l’Industrie 11, B-1040 Brussels, represented by its President Cornelis Hoogesteger
-hereinafter “Liaison Office”

PREAMBLE

The AEMH has decided at its Plenary meeting 2009 to outsource the management of its Permanent European Secretariat in Brussels, which handles and executes the affairs of the AEMH.

The Liaison Office Europe of Healthcare Organisations has been constituted to serve as a resource for mutual information and exchange center for European Healthcare Organizations.

The Liaison Office ensures the cohesion of individual and joint projects and liaison with other European institutions and organizations.

In addition, the Liaison Office provides organizational and administrative assistance to European Healthcare Organizations and represents their interests to the European authorities.

The AEMH desires to benefit of the resources of the Liaison Office in connection with its operations, work processes, and the development of its objectives as well as collaborative partnerships.

This being stated, the two contract partners conclude the following agreement.

Article 1 – Term of Agreement, Provision

The Liaison Office shall provide AEMH with organizational and administrative services within the frame of the existing equipment and material of the AEMH - European Secretariat situated 15 Rue Guimard in Brussels. Upgrades and additional necessary material will be at the expenses of the AEMH.

The AEMH shall bear the expenses of the secretariat including office rental, office supplies, data processing and shall bear the legal responsibility.

Article 2 - Object

The services to be rendered by the Liaison Office shall consist of assisting the president and members of the Board of AEMH in

- the management of the AEMH European secretariat in Brussels;
- the organization of meetings;
- the research and dissemination of relevant information;
- the day-to-day accounting procedures;
- the up-dating of the website;
- the liaison with other European Healthcare Organisations;
- the representation of the interests of the AEMH at meetings and towards the European institutions.

The Liaison Office shall have the sole discretion as to the form, manner or place in which said services shall be provided.

Article 3 - Contribution

The AEMH shall pay a contribution to the operating expenses of the Liaison Office in exchange of the provided services. This regular fee shall cover the tasks as laid down in Article 2 and is fixed for 2010 at € 2700 per calendar month, twelve months per year. This fee is due and payable the last day of each month upon submission of the invoice edited by the Liaison Office. It is exclusive of all reasonable expenses incurred by the Liaison Office in the performance of the tasks. The Liaison Office will be reimbursed for normal travel and accommodation expenses where appropriate in the course of providing the services.

The monthly fee shall increase by a percentage according to the inflation rate (Eurostat) and an additional percentage on assessment of performance decided by the AEMH Board. The yearly increase can nevertheless not be inferior to three percent (3%)

In addition to the regular duties, AEMH may request additional projects, which will require the Liaison Office, in which case an additional compensation shall be negotiated.

Article 5 – Relationship

This Agreement establishes an independent contractor relationship between the Liaison Office and AEMH. It is understood that any services performed on behalf of AEMH is being performed as independent contractor and that no fees paid to the Liaison Office will be in the form of salaries. Therefore, no withholding of any form of tax, social security or others will be made. The Liaison Office is responsible for the payment of all taxes related to its activities and agrees to hold AEMH harmless there from.

The AEMH shall indemnify and hold harmless the Liaison Office from and against any losses, claims, damages or liabilities related to or arising out of any services rendered to the AEMH pursuant to the terms of this Agreement.

Article 6 – Confidentiality

All information held about the practice or in connection with the practice of the activities of the AEMH is to be regarded as confidential. All notes, memoranda, records and other documents of the AEMH and in the possession of the Liaison Office in the conduct of this agreement shall remain the property of the AEMH and shall be handed over at any time on demand and, in any event, upon termination of this agreement.

Article 7 - Term, Termination and Renewal

This Agreement shall become effective as of 1 January 2010 for a period of one year and shall automatically be renewed for the same period, unless otherwise agreed upon in writing. The Agreement may be terminated by either party for the end of each period (31 December) with a one year notice, except in the event any of the following occurs:

- (a) The Liaison Office fails to provide the services for AEMH at a level of competency satisfactory to the Board of AEMH.
- (b) The Liaison Office engages in any activity which brings disrepute and harm to AEMH.
- (c) The Liaison Office has become permanently disabled for a period in excess of six (6) months.

Nevertheless, the Agreement may not be terminated during the first year.

Article 7 – Law

This Agreement shall be governed by and construed in accordance with the laws of Belgium, whose courts shall have exclusive jurisdiction over disputes arising between the parties.

This Agreement, signed the 30 January 2010 is effective as from 1 January 2010.

Cornelis Hoogesteger
President
Liaison Office Europe
of Healthcare Organisations

Dr Joao de Deus
President
AEMH - European Association of Senior Hospital Physicians

Dr Hrvoje Sobat
Treasurer