# EPF CBP Training Module on Transparency

**Application form**

**COMMITMENT AGREEMENT**

The purpose of this agreement is to set out the rights and responsibilities of the patient organisations participating to the Capacity Building Programme implemented by the European Patients’ Forum through a Consultant (to be identified).

This Agreement is made between the **European Patients’ Forum** (hereinafter known as “EPF”) whose registered office is at F448 Route de Thionville 145, L-2611 Luxembourg with an administrative office at 31 rue du Commerce, 1050 Brussels Belgium, and …………………………………………. (name of your organisation) (hereinafter known as “the Organisation”).

WHEREAS:

* EPF is the umbrella organisation of pan-European patient organisations active in the field of European public health and health advocacy, currently representing 65 patients organisations – which are chronic disease specific patient organisations operating at EU level and national coalitions of patients organisations;
* EPF has launched a Capacity Building Programme in 2012 with the overall objective of strengthening the capacity of both national and European-level Patients’ Organisations;
* The Participant has committed to participate to EPF Capacity Building Programme for the whole duration of the Training on fundraising (3-day face-to-face training from 26 to 28 August 2014, remote coaching programme following the training session).

For the purpose of this training module, the organisation nominates ……………….…….…… (name of the nominated participant) as a representative of the organisation (hereinafter referred to as “the Participant”). This representative will be the organisations’ contact person for the Programme. This representative will attend the face-to-face training and will be in charge of communicating with EPF and the Consultant. S/he will also be coordinating input from its organisation into the Programme.

The participating organisation commits to nominate an alternative representative to take part in the Programme should the representative nominated by the Participant no longer be able to participate. The representative nominated by his/her organisation should comply with the selection criteria as established in the application form.

# Nature of Participant Commitment

**The Participant declares that s/he complies with the eligibility criteria and commits to the following:**

* To maintain a collaborative approach throughout the Programme implementation.
* To fulfil all requirements arising from the participation in this training programme:
* to provide information to contribute to the baseline assessment as requested by the trainers
* to attend the face-to-face training
* to apply the learning acquired during the module within the organisation
* To share and disseminate the knowledge developed during the training with the governing bodies and colleagues involved in the governance/fundraising activities within the organisation.
* To report EPF of any issues and/or challenges the Participant may face in participating in the EPF Capacity Building Programme.
* To provide the Consultant with timely information and documentation according to requests received.
* To respect the Programme Expenses Reimbursement Policy as defined by EPF.
* To not disclose to third parties Programme information and documentation (tools, reports, etc.) without prior approval from EPF. This restriction shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information which may come into the public domain otherwise than through unauthorised disclosure by the Participant;
* To respect intellectual property rights - The copyright and all other intellectual property and other rights of a similar nature whatsoever in any material produced under the provisions of this Programme shall be vested exclusively in EPF and the patient organisations beneficiaries of the Capacity Building Programme.
* To acknowledge that products, materials, processes, research results, publications or other works produced by Consultant prior to this agreement remain the property of the Consultant. EPF or the Participant may not publish, sell or otherwise make available any part of such materials owned by the Consultant without the prior written consent of Consultant

# Nature of the Organisation’s Commitment

The organisation commits to the following:

* To undertake work on ethics and transparency in order to comply with the highest standards of transparency and accountability;
* To ensure that learning, outputs, and outcomes of this training programme are effectively upheld by the governing body of the organisation.

# Nature of EPF Commitment

The European Patients’ Forum commits to the following:

* To maintain a collaborative approach throughout the Programme implementation;
* To ensure a smooth communication between the different parties involved – EPF, the Participant, the Consultant – as per the Programme and parties needs;
* To reflect the Participant’s needs and input into all steps of the Programme implementation and results;
* To monitor and ensure the quality of all components of the programme (baseline assessment, face-to-face training, application of learning);
* To not disclose to third parties, including other organisations participating in the Programme, any confidential information and documentation made available by the organisation to the Consultant and/or EPF;
* To reimburse all eligible expenses resulting from the Participant’s participation in the Capacity Programme in a timely manner.

# Duration of this Agreement

This Agreement shall commence on the date of the last signature and shall continue until completion of the Programme which shall be 31 December 2016, unless terminated by either party giving to the other not less than one month’s prior notice.

Any infringement to the items listed in **Nature of Participant Commitment** can be considered by EPF a reason to terminate this Agreement.

EPF reserves the right to terminate this Agreement at any time by giving a minimum of one (1) day’s written notice to the Participant:

1. In the event of the Participant dissolution; or
2. If the Participant is guilty of misconduct; or
3. the Participant in the reasonable opinion of EPF commits any act which brings or may bring EPF into disrepute or which is prejudicial to its interests.
4. if EPF determines that the Programme cannot be carried out effectively and successfully.

IN WITNESS WHEREOF this Agreement has been entered into the day and year set out below:

Signed by the **European Patients’ Forum (EPF)**

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On ……………………… (date)

Signed by ………………………………………………………..

***(Board member, Name of organisation)***

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On ……………………… (date)

Signed by ………………………………………………………..

***(participant, Name of organisation)***

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On ……………………… (date)