Cooperation Agreement

between

Irrsinnig Menschlich e.V.

Erich-Zeigner-Allee 69–73, 04229 Leipzig

Germany

(hereinafter referred to as “Programme Developer”)

and

XXX

(hereinafter referred to as “Cooperation Partner”)

Preamble

Irrsinnig Menschlich e.V. (hereinafter referred to as “Programme Developer”) and XXX (hereinafter referred to as “Cooperation Partner”) share a common interest in making an effective contribution to strengthening the mental health of adolescents. This is done by setting up cross-sectoral supporting structures (hereinafter referred to as “Regional Groups”) and further implementing the “Mental? So what! Good mental health at school” programme (hereinafter referred to as “MSW”) which was developed by Irrsinnig Menschlich e.V. for use especially at schools for students aged 14 and over and their teachers.

The success is based on close partner-like and preferably long-term cooperation. This Agreement defines the central tasks and obligations of the Cooperation Partner.

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Article 1: Object of the Agreement

1. The Cooperation Partner shall be active in XXX [region / federal state / country]. They shall carry out the MSW programme with trained professional and personal experts, establish Regional Groups at district level across the country and coordinate their activities. In the Regional Groups, other stakeholders such as psychosocial care providers, clinics and school psychological services shall ideally be involved.
2. For the purpose of fulfilling their obligations under this Agreement, the Cooperation Partner shall receive working materials and media, information material and other records in English and shall be granted the simple non-exclusive, non-transferable or sub-licensable right to use the programme concept and working materials. No further rights of use and exploitation shall be transferred. These rights lie with the Programme Developer. Further provisions shall follow in Article 5 of the Agreement.
3. The Programme Developer shall grant the Cooperation Partner territorial protection (see Article 1(1)) and shall not conclude any further agreements with other partners on the MSW programme for the XXX [region / federal state / country] mentioned above during the term of the Cooperation nor will they themselves start any operational activities there.

Article 2: Obligations of the Programme Developer

1. The Programme Developer shall be responsible for defining and implementing the supra-regional strategic objectives. They shall, however, consult and involve the Cooperation Partner in all major developments, in particular with regard to conception, implementation, target groups, means of communication, marketing, etc.
2. Through the intranet, the Programme Developer shall provide the Cooperation Partner with a comprehensive concept and various working materials in English, including the curriculum (Handbook of Methods and Practice), database, guidance, profiles and feedback forms.
3. The Programme Developer shall define the quality criteria of MSW and the supra-regional training of professional and personal experts during the implementation phase and, during the advanced phases, of the Cooperation Partner’s own trainers who provide the professional and personal experts with training.
4. The Programme Developer shall be responsible for further developing the content of MSW, e.g. by implementing new scientific findings, adapting the concept to the target groups’ changing needs, adapting it to new target groups, developing new teaching methods, designing and implementing supplementary programme elements.
5. The Programme Developer shall be entitled to pass on data about individual School Days, such as date, place, school and school type, to individual financial partners.
6. The Programme Developer shall be responsible for laying the foundations for international public relations by setting up an English website and offering information material in English.
7. The Programme Developer shall coordinate the exchange between all cooperation partners at an international level. To this end, the Programme Developer shall organise regular international network meetings.
8. The Programme Developer shall advise the Cooperation Partner, if they are interested, on fundraising and business development.

Article 3: Obligations of the Cooperation Partner

1. The Cooperation Partner shall undertake to adhere to the basic concept of MSW when running the programme. The concept is described in detail in *Mental? So What! Good Mental Health at School: Handbook of Methods and Practice*.
2. The Cooperation Partner shall name a contact person from their organisation for coordination. The name and contact details of the Cooperation Partner shall be published on the Programme Developer’s website and shall be stored in the internal password-protected programme database.
3. The Cooperation Partner shall ensure that the School Days are run by trained teams, consisting of both a professional and a personal expert. The trainings shall be provided by trainers, certified by the Programme Developer. The Cooperation Partner shall ensure the quality of the School Day, e.g. by using evaluation forms, providing professional assignment clarification, doing preparatory and follow-up work, having regular intervisions.
4. The Cooperation Partner shall document the School Days in the Programme Developer’s designated programme database and shall check for the purposes of data protection whether the professional and personal experts have consented to the optional input of their personal data.
5. The Cooperation Partner shall undertake to use the current logo and an accurate translation of the name “Mental? So what!” into the official language of the XXX [region / federal state / country] mentioned above in all external communication related to the programme. The Cooperation Partner shall name the Programme Developer as the rights holder of the programme on all main records and materials.
6. The Cooperation Partner shall undertake to carry out a minimum of XXX School Days in the first school year starting from the Commencement Date of this Agreement (see Article 4). In subsequent years, the number of School Days shall increase.
7. The Cooperation Partner shall ensure that the professional and personal experts as well as all other parties involved comply with the relevant statutory data protection regulations. The legal basis for this is the current European Data Protection Basic Regulation (GDPR) and other regulations.

Article 4: Finances

1. The Agreement shall commence on XXX [date] (hereinafter referred to as “Commencement Date”). The rights and obligations outlined in this Agreement shall take effect on this date.
2. The Programme Developer shall charge the Cooperation Partner an annual fee (hereinafter referred to as “Training Fee”) of EUR XXX. Additional services provided by the Programme Developer such as information events, training events, supervision, intervision or the development of additional specialised material and media shall be charged separately at cost.
3. The Training Fee shall be payable from the Commencement Date. If the Agreement is concluded after 31 January of any given year, the Training Fee for that year shall be charged pro rata at EUR XXX per month.
4. The Cooperation Partner may submit a written request to the Programme Developer for a reduction in the annual Training Fee if the Cooperation Partner faces specific unexpected and financial difficulties through no fault of their own. There is no entitlement to a reduction of the Training Fee.

Article 5: Restrictions on use and property rights

1. Permission to carry out the MSW programme in XXX [region / federal state / country] mentioned above shall be subject to the following provisions:
2. The Cooperation Partner shall use the programme, the associated working and information materials and the corresponding media exclusively for the non-profit purposes described in the Preamble.
3. The Cooperation Partner may not pass on the rights of use of the programme and copies of the working materials for money or other assets.
4. It shall be recommended that the Cooperation Partner charge appropriate amounts for the implementation of a MSW School Day. The Cooperation Partner shall be expressly permitted to develop, produce and distribute additional information material and media for the programme. All rights not expressly granted to the Cooperation Partner in this Agreement shall be reserved by the Programme Developer.
5. The Programme Developer reserves the right to revoke the right of use particularly if the Cooperation Partner uses the programme and the programme-related materials contrary to the provisions laid down in this Agreement.
6. The Programme Developer shall secure the property rights applicable to the programme within the scope of their possibilities. They are not liable to the Cooperation Partner for the existence and enforceability of these property rights. For their part, the Cooperation Partner is obliged to support the Programme Developer in enforcing these property rights and to inform them of any existing or imminent infringements of these property rights.
7. In all cases, however, it is left to the dutiful discretion of the Programme Developer in accordance with the meaning of the Agreement whether and how action is taken against infringements of these property rights by third parties. The legitimate interest of the Cooperation Partner shall be taken into account in this decision.

The Cooperation Partner will neither infringe upon the Programme Developer’s property rights nor allow them to be infringed upon by third parties or support third parties in such infringements in any form whatever.

Article 6: Relationship between the Contracting Parties and dispute settlement

1. The Programme Developer and the Cooperation Partner shall engage on equal terms and shall respect the rules of mutual fairness. Both Parties shall share a commitment to the further development of the programme.
2. The Programme Developer and the Cooperation Partner shall not be entitled to represent one another and shall not be held responsible for a breach of obligations by the other Party.
3. The Programme Developer and the Cooperation Partner shall undertake to resolve conflicts consensually and, if necessary, by involving a jointly appointed mediator.

Article 7: Termination of the Agreement

1. The Agreement is valid for an unlimited period and either Party may give notice of termination 6 months before the end of any given year.
2. Either Party may terminate this Agreement for good cause without observing a period of notice. Good cause for termination shall in particular be the gross violation of the obligations of this Agreement, in particular the violation of Article 5 (2–5) and the non-payment of the Training Fee upon receipt of a notice of payment.
3. Upon termination of this Agreement, all rights and obligations of the Parties shall terminate, in particular the right of the Cooperation Partner to use the School Day as well as materials, documents and records containing the logo of the Programme Developer or copyrights and/or other rights of the Programme Developer.
4. Immediately upon termination of this Agreement, the Cooperation Partner shall undertake to make available to the Programme Developer and hand over or destroy all programme-related working materials and media still in their possession and to confirm the destruction to the Programme Developer in writing.

**Article 8: Ancillary Agreements and place of jurisdiction**

1. This Agreement shall enter into force upon signature. This Agreement conclusively regulates the rights and obligations of the Contracting Parties in relation to the MSW programme. All prior agreements shall cease to be valid upon signature of this Agreement. Apart from the provisions in the Annexes to this Agreement no additional agreements have been made.
2. All amendments to this Agreement must be made in writing and must be signed by both Parties. This also applies to changes to the written form requirement. The place of jurisdiction for all disputes arising in connection with this Agreement is Leipzig, Germany.

Article 9: Ineffective, unenforceable provisions and amendments to the Agreement

Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby. In such a case, the Parties shall undertake to replace by mutual agreement and in compliance with this Agreement the ineffective provision with another provision by which the intended purpose can be achieved to the extent possible in a legally permissible manner. The same shall apply in the event that no express provision has been made in this Agreement.

Leipzig, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [date] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [place], \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [date]

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Irrsinnig Menschlich e.V.………………….

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