

Country	Spain
Language(s)	Spanish, Catalan, Basque and Galician
Sent on	

**Agreement about the use of the
European Resuscitation Council
Training Network**

Between the


**European Resuscitation Council vzw
Emile Vanderveldelaan 35
B-2845 Niel, Belgium**

**represented by Bart Vissers, CEO,
(hereafter called "ERC")**

and

**Spanish Resuscitation Council
c/ Fuencarral nº 18, 1º B
28004 Madrid
Spain**

**represented by Dr. Ignacio Fernández Lozano, Chairman
(hereafter called "CERCP")**

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Chapter 1. Background of this Agreement


1. It is considered that:
 - The ERC is a European organisation, representing member (European and non-European) National Resuscitation Councils, European Associations and individuals engaged in the field of resuscitation.
 - The **CERCP** is a national organisation, situated in Spain, that is an authority on resuscitation, recognised by the organisations involved in resuscitation in Spain.
 - Both organisations are registered as a legal body.
 - Both parties have signed a contract (agreement or MoU) on structural mutual collaboration, dated 22/01/2016. This contract refers to the possibility of a separate agreement about publications and resuscitation-related materials (other than Guidelines) and about the availability of the training network. The agreement herein sets the conditions for this mutual partnership.
2. The ERC is providing a training programme for CPR training for lay rescuers and healthcare professionals, based on a structure of Instructors and Course Directors, Course Organisers, National Course Directors, National Resuscitation Councils and International Course Committees, as described in the ERC Course Rules. Quality control is organised by a central training programme, international and local exchange of instructors, a central administration, surveys of participants, quality control by National Resuscitation Councils (NRCs) and quality audit by the ERC.
3. From 22 August 2016 on, the ERC courses are managed by an online Virtual Learning Environment, comprising multilingual central course administration, interactive course content, distribution of course manuals (pdf and in paper), participant's progress visualisation, certificates and tools for quality control.
4. The ERC aims for a user-friendly, high quality system that – with the support of National Resuscitation Councils – will set the standard for CPR training in Europe and beyond.
5. The ERC is counting upon interested NRCs to ensure dissemination, quality control, quality improvement and multilinguism.

IN VIEW OF THIS COOPERATION IT IS AGREED AS FOLLOWS:

Chapter 2. Definitions

6. For the scope of this Agreement, the following definitions are used:
 - **Advanced Courses:** ALS and EPALS.
 - **Agreement:** the agreement herein about the use of the ERC Training Network.
 - **Audit Tool:** guidelines and form provided by the ERC, to make an evaluation of a Course.
 - **Basic Courses:** BLS and BLS-I.
 - **COLA factor: Cost Of Living Adjustment Factor¹:** the percentage of the Gross National Income of a country in relationship to the “high income” GNI from the list of the World Bank, rounded off to the nearest ten, with a minimum of 20 and a maximum of 100 %. The current COLA factor for Spain is 80.
 - **CoSy:** the ERC's online virtual learning environment (Courses System) that provides the central course administration for Course Organisers and Faculty and a CPR training tool for the participants.
 - **Course(s):** training, organised according to the ERC Course Rules and registered in CoSy.
 - **Course Rules:** the ERC course rules as decided on 12/12/2014 and its updates after consultation of the relevant course committees and approval by the ERC Board.
 - **Immediate Courses:** ILS, EPILS and NLS.
 - **Manual:** the official participant's course manual for a certain course type, as developed and published by the ERC, in any of the available languages and distributed in printed or pdf version.
 - **Seat:** the unit per course type for which the Course Organiser pays a set amount per participant of the Course. The Seat price covers the fee for registration of the course in CoSy, for being able to grant the participant access to his personal learning environment, for a pdf version of the training manual (included), for an optional printed version of the training manual (at a discounted rate) and for an online, printable certificate after completing the hands-on part of the course.
 - **Third Party:** a person or legal body, not being either of the signing parties nor the Course Organiser or Participant for a particular Course.
 - **Training Network:** the methodology of bottom-to-top resuscitation teaching backed by a strong scientific basis, built upon the conglomerate of councils, training institutes and effective and potential faculty members.

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¹ The list of COLA factors is confirmed by the ERC Board annually.

7. This agreement applies to the following (ticked) course types, (with Seat prices and recommended Third Party Manual prices applicable for Spain at the date of signing the agreement):

	Course type	Seat price ¹	Third Party Manual price ²
<input checked="" type="checkbox"/>	BLS	1,60	5,00
<input checked="" type="checkbox"/>	BLS-I	4,00	5,00
<input checked="" type="checkbox"/>	GIC	4,00 ³	n/a
<input checked="" type="checkbox"/>	ILS	8,00	13,50
<input checked="" type="checkbox"/>	EPILS	8,00	13,50
<input checked="" type="checkbox"/>	NLS	8,00	13,50
<input checked="" type="checkbox"/>	ALS	40,00	45,00
<input checked="" type="checkbox"/>	EPALS	40,00	45,00


Chapter 3. CoSy commitments

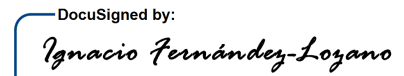
8. The ERC shall:

- a. develop and make available, an online virtual learning courses system (CoSy) for the different ERC Course types;
- b. update and continuously develop the content of CoSy;
- c. translate the different manuals, by making agreements with and compensating translators, with a preference for the translators proposed by the National Resuscitation Councils that have that language as their official language;
- d. give the **CERCP** access to the course data and statistics of the Courses run in Spain, including statistical data about the performance of the participants;
- e. discuss further developments of Courses with the **CERCP** on an annual Course Director Day;
- f. provide a second level helpdesk to sort out user problems – English language;
- g. support translation of CoSy into the following language(s): Spanish, Catalan, Basque and Galician;
- h. print the logo of the **CERCP** on the cover of the into Spanish, Catalan, Basque and Galician translated Manuals that are sent to an address in Spain. With the support of an NRC the logo of other societies involved can be printed on the front cover for a separate print run, as long as lay-out permits. The manuals offered in the ERC shop via *printing on demand*, will only include the ERC and NRC logos.
- i. The presence of any other logo of NRCs who have the same language as one of their official languages in their country shall be arranged in mutual agreement between the ERC, the **CERCP** and the other relevant NRCs. This however does not prevent other NRCs with such language as their official language, to have a separate print run with only their NRC logo added.

9. The **CERCP** shall:

- a. accept the Course Rules and act accordingly;
- b. promote the Courses and Manuals ticked in item 7 of this Agreement, as the official CPR courses and manuals of the CERCP;
- c. – upon request of the ERC - propose names of translators for the Manuals;
- d. check and report about the translation after the initial translation has been completed, with a maximum time frame of two weeks for Basic Courses, three weeks for Immediate Courses and four weeks for Advanced Courses;
- e. come to an NRC endorsed translation of the relevant manuals;
- f. aim for self-sufficiency for the different course types;
- g. quality control the Courses run in Spain and report to the ERC, using the Audit Tool;
- h. accept quality control audits from the ERC;
- i. support the translation of small courses-related texts and course documents on the ERC websites into the local language(s) (in case together or by rotation with the other NRCs);

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¹ In EUR, vat-excluded and subject to future changes based on evolution of prices. This reflected Seat price is based on the maximum Seat price, multiplied by the COLA factor.

² In EUR, vat-excluded, without handling/shipping costs and subject to future changes based on evolution of prices.

³ No Manual included

Chapter 4. Intellectual property rights


10. The ERC holds the full intellectual property rights of CoSy and the Manuals except for those items where the ERC acquired the permission from the intellectual property owner to translate and publish. The ERC represents and warrants that the work does not infringe third party rights.
11. Distribution of Manuals by the **CERCP**, either at a cost or for free, is subject to a separate agreement between the ERC and the **CERCP**.
12. The Belgian Law on Copyright is the only applicable legislation. A copy of this legislation, translated into English, is available via the ERC Office.

Chapter 5. Availability of course content

13. Included in the Seat price for each participant (and in principle collected through the Course Organiser) is the online content for the registered course in any available language, as well as an individualised, downloadable pdf version of the Manual in the available languages.
14. Additionally and optionally, either the Course Organiser or course participant may order one individual printed copy of the relevant Manual at – basically – the cost for printing and shipping. The ERC will set up a printing on demand service to facilitate the distribution of small orders.
15. Apart from manuals for participants of courses, the ERC will sell the Manuals – in the different languages – in the ERC web shop for any interested client - hereafter called (“third parties”).

Chapter 6. Financial arrangements

16. Regarding Seats
 - a. System one
 - i. The ERC will collect the *Seat* payments from the Course Organisers and will produce the invoices to the Course Organisers for the use of CoSy. Course Organisers who would not have paid the used Seats after the course has been completed, may see their Course Organiser permissions withdrawn by the ERC.
 - ii. On a quarterly basis, the ERC shall send to the **CERCP** an overview of Seats spent for courses that are organised in Spain.
 - iii. In exchange for the commitments as listed in item 9 of the underlying agreement, the **CERCP** is entitled to send an invoice for 40 % of the Seat prices of these Seats.
 - b. System two
 - i. The **CERCP** will purchase online and further internally distribute the Seats for the local Course Organisers, at a discounted rate of 60 % of the Seat prices listed in item 7 of this Agreement.
17. Regarding Manuals to course participants
 - a. No fee is due to either council when Manuals are distributed to course participants in line with item 14 of this agreement.
18. Regarding Manuals to Third Parties,
 - a. The ERC will, within one month after each quarter, report to the **CERCP** about the number of Manuals sold to Third Parties in Spain. Upon request of the **CERCP**, and at least once per year, the ERC will also provide evidence that this number matches all effective sales to Third Parties in Spain.
 - b. For the Manuals in any language, but limited to the Course types as ticked in item 7 of this Agreement, sold by the ERC to Third Parties in Spain, the **CERCP** is entitled to send an invoice to the ERC for 40 % of the Seat Price as listed in item 7 of this Agreement per manual sold by the ERC to Third Parties in Spain, as a service fee for marketing and promotion.
19. Invoices to either party should be sent within a time frame of one month after the relevant information has been received.
20. Correct invoices shall be paid within a time frame of one month after reception.
21. The ERC is entitled to adjust the Seat prices and Third Party Manual prices according to the general evolution of the consumer goods. Such new prices become applicable on the 1st of January following six months after being announced to the **CERCP**.
22. The **CERCP** may ask the ERC to charge an additional national Seat fee, provided this fee is not more than the ERC is charging.
23. The ERC will clearly communicate to the Course Organiser which section of the Seat fee goes to the ERC.
24. As an alternative, the **CERCP** may also apply – on a yearly basis and per Course type – to replace the Seat fees for Course Organisers within Spain by a lump sum based on the number of trainees per million inhabitants in a highly successful country and taking into account the COLA factor.

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Chapter 7. Duration of Agreement


25. This Agreement is valid until 31/12/2020.
26. Either the ERC or CERCPC can terminate this Agreement earlier by giving three (3) months' explicit prior written notice to the other party by registered mail and concurrent email, without prejudice to the provisions of chapters 4 and 8 which will survive to the extent applicable for this Agreement.

Chapter 8. General provisions

27. This Agreement shall be governed by, construed and interpreted in accordance with Belgian law.
28. The ERC and CERCPC will try to resolve amicably any dispute arising within the framework of this Agreement. Any dispute, action, claim or cause of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of Antwerp, excluding any other court.
29. This Agreement and its annexes contain the entire Agreement and understanding between the parties with respect to the subject matter hereof. They supersede and replace all prior agreements and understandings between the parties, whether written or oral, with respect to the same subject matter.
30. Any amendment to this Agreement, as well as any addition or deletion, can be agreed only in writing and with the mutual consent of the parties.
31. Neither the ERC nor CERCPC shall assign or transfer any of its rights or obligations under this Agreement, either in whole or in part, to any third party without the prior written consent of the other party. Any such assignment or transfer without the prior written consent of the other party shall be deemed null and void.
32. Whenever possible, the provisions of this Agreement shall be interpreted so as to be valid and enforceable. However, if one or more provisions of this Agreement is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of this Agreement shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. Moreover, in this event, the parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the intended purpose of the invalid, illegal or unenforceable provisions.
33. Neither party shall be liable for any failure to perform under this Agreement if such failure is due to causes beyond its reasonable control (force majeure) such as, but not limited to, fire, flood, strikes etc.
34. Any failure or delay by either party to exercise or enforce any right or provision of this Agreement shall not be deemed a waiver of any such right or provision unless acknowledged and agreed to in writing by such party.
35. Unless stipulated otherwise in this Agreement, notices and other forms of communication required under this Agreement shall be in writing and must be delivered or sent to the recipient (i) in person through a reputable courier service or (ii) by email with manual (i.e. not automated) confirmation of receipt or (iii) by registered mail (with confirmation of receipt) to the address of the other party.

Chapter 9. Special arrangements


36. The ERC will aim for providing a protocol to connect to the ERC database and to enter data by database link, by 01/07/2017.
37. The ERC certificates will include a free text field that may contain text, related to the zip code of the course location.
38. The concept for Course Organiser permissions within Spain is one Course Organiser per member organisation of the CERCPC.
39. Notwithstanding item 9 of this Agreement, the ERC acknowledges and considers an internal matter that the CERCPC will continue to give legitimacy to courses carried out by the Societies that haven't adopted yet the full ERC, and that some of these Societies may not start with ERC courses yet during the duration of the underlying Agreement.
40. The ERC may offer a lump sum if the following numbers of spent Seats are exceeded (numbers per $1 \cdot 10^6$ inhabitants per calendar year):
 - BLS: 1700
 - ALS: 100
 - EPALS: 50
 - NLS: 50
 - ILS: 500
 - GIC: 20
 - EPILS: 80.

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Date: 30/01/2017

FOR AGREEMENT:

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Bart Vissers
Chief Executive Officer ERC vzw

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Dr. Ignacio Fernández Lozano
Chairman CERC