

# Multi-Party Collaboration Agreement

**[Insert name of University A]**

University A

**[Insert name of University B]**

University B

**[Insert name of Collaborator A]**

Collaborator A

**[Insert name of Collaborator B]**

Collaborator B

**[Insert Project title]**

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# Agreement

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**Date** [Insert date of Agreement]

**Parties** [Insert name of University A] ([Insert ABN of University A]) (University A)  
[Insert name of University B] ([Insert ABN of University B]) (University B)  
[Insert name of Collaborator A] ([Insert ABN of Collaborator A]) (Collaborator A)  
[Insert name of Collaborator B] ([Insert ABN of Collaborator B]) (Collaborator B)

## Background

- A. The parties wish to engage collaboratively to undertake a research project [Insert Project title] (the **Project**).
- B. The parties agree that they will each undertake the Project in accordance with the terms of this Agreement.

## Operative provisions

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### 1. Definitions and interpretations

#### 1.1 Definitions

In this Agreement, the following definitions apply unless the context requires otherwise.

**Affiliate** means any corporation, partnership, or other entity Controlling, Controlled by or under common Control with a party to this Agreement.

**Agreement** means this multi-party collaboration agreement, and any schedules, annexures and attachments to it.

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the act is to be performed or where the notice is received.

**Chief Investigator** means the person appointed in accordance with clause 6.3.

**Collaborator** means a party to this Agreement identified as a Collaborator in item 2 of the Details Schedule. **Collaborators** means all such parties.

**Commencement Date** means the date on which this Agreement commences, as specified in item 4 of the Details Schedule.

**Commercialise** means in relation to IPR, to:

- (a) manufacture, sell or hire out goods or provide a service, incorporating that IPR;
- (b) otherwise 'exploit' or exercise the rights of the owner of the IPR, as defined in any applicable legislation establishing the owner's rights to the IPR, in connection with the supply of goods or a service; or

(c) license any third party to do any of those things mentioned in paragraph (a) or (b).

but does not include the other actions specified in the definition of Use. **Commercialisation** has the same meaning.

**Commonwealth Entity** means any government body which is subject to the *Public Governance, Performance and Accountability Act 2013* (Cth).

**Confidential Information** means information that is by its nature confidential and:

- (a) is designated by a party as confidential in section 7 of Schedule 3; or
- (b) a party knows or ought to know is confidential, unless the parties have specified otherwise in section 7 of Schedule 3,

but does not include information that is:

- (c) publicly available, other than as a result of unauthorised disclosure by a party;
- (d) independently known by or lawfully in the possession of the receiving party; or
- (e) independently created by the receiving party without access to any other party's Confidential Information.

**Contribution** means the Contribution Material, Funding, services, equipment and facilities being provided by a party for the Project, including that which is identified in Schedule 2.

**Contribution Material** means the Material made available by a party for the Project, including that which is identified in Schedule 2 and includes any Research Tools.

**Control** of a corporation, partnership or other entity means:

- (a) direct or indirect beneficial ownership of more than 50% of its voting power, or 50% of the interest in its income;
- (b) the power to appoint the majority of its directors; or
- (c) the power otherwise to direct its business activities.

**Details Schedule** means Schedule 1 of this Agreement which details the particulars of the arrangement between the parties.

**Funding** means the amounts payable by a party to one or more other parties under this Agreement as specified in the Project Plan.

**Governance Committee** means the committee established in accordance with clause 6.2 and includes the individuals specified in item 7 of the Details Schedule.

**Intellectual Property Rights** or **IPR** means patents, rights to exploit inventions, trade marks, service marks, registered designs, plant breeder's rights, copyrights and related rights, database rights, design rights, circuit layout rights, in each case whether registered or unregistered, including rights to apply for and be granted and applications for any of the above and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, 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, but does not include Moral Rights and similar personal rights, which by law are non-assignable.

**Key Personnel** means the Personnel specified as 'Key Personnel' in item 9 of the Details Schedule or any replacement for those Personnel approved in accordance with the Agreement. **Key Person** has a corresponding meaning.

**Material** means samples, materials, chemical or biological reagents, biological materials, prototypes, equipment, software, firmware, documented methodology or process, information, data and documentation and includes the Contribution Material.

**Milestone** means a key performance obligation to be met by a party under this Agreement, as specified in the Project Plan.

**Milestone Date** means any fixed date to be met by a party in performing any of its obligations under this Agreement, as specified in the Project Plan.

**Moral Rights** has the same meaning in Part IX of the *Copyright Act 1968* (Cth) or any similar foreign legislation as applicable.

**Personnel** means a party's officers, employees and contractors and in the case of a University, includes Students. Personnel includes the Personnel of a contractor.

**Pre-existing IPR** means any IPR that is in existence at the Commencement Date, is created or developed independently of the Project (other than as a result of the performance of the Agreement) that is:

- (a) provided by one party to any other party for use in the Project, including as identified in Schedule 3;
- (b) incorporated into the Project IP; or
- (c) otherwise required in order for any other party to exercise their rights to the Project IP under this Agreement,

but does not include:

- (d) a Research Tool; or
- (e) IPR that is specified in Schedule 3 as excluded Pre-existing IPR.

**Project** means the program of work (research and/or development activity) described in the Project Plan.

**Project End Date** means the date on which this Agreement ends, as specified in item 5 of the Details Schedule, unless terminated earlier.

**Project IP** means all information, data, techniques, know-how, results, inventions, software, discoveries and materials (regardless of the form or medium in which they are disclosed or stored):

- (a) created or developed by a party in the course of and as a result of carrying out the Project; and
- (b) that is delivered or required to be delivered to a party in accordance with this Agreement,

including any Project IP specified in section 3 of the Project Plan, but excluding Research Tools.

**Project Plan** means the plan for conducting the Project, as set out in Schedule 2.

**Purpose** means the purpose for which the parties are permitted to use the Project IP, as set out in Schedule 3.

**Research Tool** means scientific research skills, methodology, know-how, software, hardware, equipment, data and experience which may be used by a party in carrying out the Project, that are not required for another party to carry out the Project or exercise its rights to the Project IP under this Agreement, and includes the items identified as a Research Tool in section 5 of Schedule 3.

**Schedule** means a schedule to this Agreement.

**Student** means a student enrolled at a university and involved in the Project.

**Student Work** means course work or a thesis, or any other original work (including articles) utilising Project information, confidential or otherwise, created specifically by the Student for assessment purposes.

**Term** means the term of this Agreement, as described in clause 2.

**Third Party IPR** means any IPR which are owned by a party other than the parties to this Agreement existing in information, data, techniques, know-how, results, inventions, software, discoveries and materials (regardless of the form or medium in which they are disclosed or stored) that is:

- (a) provided by one party to another party for use in the Project;
- (b) incorporated into the Project IP; or
- (c) otherwise required in order for any other party to exercise their rights to the Project IP under this Agreement,

but does not include a Research Tool.

**Unexpected Event** means in relation to a party:

- (a) any act or omission of a third party (other than that party's subcontractors or suppliers) that is beyond the reasonable control of that party;
- (d) fire, flood, earthquake, elements of nature or act of God;
- (e) war, riot, civil disorder, rebellion, revolution, or a terrorist act as defined in section 100.1 of the *Criminal Code Act 1995* (Cth); or
- (f) pandemic,

but in each case only if, and to the extent that, the non-performing party is without fault in causing the event and the event or its effects could not have been prevented by:

- (e) invoking any relevant business continuity plan or disaster recovery plan;
- (f) appropriate workload management practices; and
- (g) any other prudent back-up or recovery procedures.

**University** means a party to this Agreement identified as a University in item 1 of the Details Schedule. **Universities** means all such parties.



**Use** means to use, reproduce, adapt, modify, communicate, broadcast, distribute or publish in each case solely within the party's own organisation and any of its Affiliates and includes sublicensing such rights for Use within the party's own organisation and any of its Affiliates, unless otherwise set out in section 2 of Schedule 3, and excludes Commercialisation or publication outside of the party and its Affiliates.

## 1.2 Interpretation

The following rules apply unless the context requires otherwise:

- (a) the headings are for convenience only and do not affect interpretation;
- (b) a recital, Schedule, annexure or a description of the parties forms part of this Agreement;
- (c) a reference to:
  - (i) dollars or \$ is to an amount in Australian currency;
  - (ii) a singular word includes the plural, and vice versa;
  - (iii) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (iv) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
  - (v) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator and successor in law of the person and permitted assigns;
  - (vi) a word which suggests one gender includes each other gender; and
  - (vii) a clause, section or schedule is a reference to a clause or section of or a Schedule to this Agreement;
- (d) the meaning of general words is not limited by specific examples introduced by 'including', 'for example', or similar expressions;
- (e) no provision of this Agreement will be construed adversely to a party on the ground that such party was responsible for the preparation of this Agreement or that provision of this Agreement;
- (f) this Agreement is to be interpreted as a separate agreement between each party and each other party. Any reference to termination includes in relation to a party that is the subject of withdrawal or expulsion, termination of the Agreement as between that party and each other party; and
- (g) if the day on or by which a party must do something under this Agreement is not a Business Day, the person must do it by the next Business Day.

## 1.3 Inconsistency

- (a) No confirmation, shipment or delivery docket, invoice, terms and conditions of supply or other document issued by or on behalf of a party about or related to the Project will amend this Agreement, except where such amendment is expressly agreed by the parties in accordance with clause 23.6.

- (b) To the extent of any inconsistency between any of the documents forming part of this Agreement, those documents will be interpreted in the following order of priority:
- (i) the clauses of this Agreement;
  - (ii) the Details Schedule;
  - (iii) the Schedules in order;
  - (iv) any annexures or attachments to the Schedules; and
  - (v) any documents incorporated by reference in this Agreement.

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## **2. Term of Agreement**

- (a) This Agreement will begin on the Commencement Date and will continue until the Project End Date unless terminated earlier in accordance with this Agreement.
- (b) The Term of this Agreement may be extended by the parties, on the terms and conditions then in effect, if expressly agreed by the parties in accordance with clause 23.6.

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## **3. Conduct of the Project**

### **3.1 Project responsibilities**

- (a) Each party must, and must ensure that its Personnel:
- (i) perform their role in the Project:
    - A. with due care and skill in a professional manner;
    - B. using the Key Personnel; and
    - C. in accordance with all applicable laws and any policies, standards or laws set out in item 6 of the Details Schedule;
  - (ii) obtain and maintain all regulatory and ethical licences, consents and approvals necessary to carry out the Project, including as relevant for a Personnel's role;
  - (iii) use reasonable efforts to perform their role in the Project so as to:
    - A. complete the tasks allocated to them in the Project Plan; and
    - B. achieve the Milestones (if any) they are responsible for,by the applicable dates set out in the Project Plan and where no applicable dates are specified, promptly and without delay.
- (b) Each party must enable each other party to carry out their role in the Project in accordance with this Agreement, including by:
- (i) providing any Contribution they have committed to the Project; and
  - (ii) cooperating with each other party and providing all information reasonably requested by each other party.

- (c) The parties acknowledge that research can be unpredictable and that it may not be reasonable (or possible) for some aspects of the Project (including Milestones) to be performed as set out in this Agreement (including in the Project Plan). The parties agree to work together collaboratively and in good faith to ensure they are aware of any likely delays, or other circumstances occurring that may result in a party proposing to review the Project (in accordance with clause 7) or vary the Project Plan or other aspects of this Agreement. Any variation to this Agreement must be in accordance with clause 23.6.

### **3.2 Subcontracting**

- (a) A party must not, unless approved in the Project Plan or by the Governance Committee, subcontract the performance of any of its obligations under this Agreement.
- (b) Notwithstanding clause 3.2(a), unless otherwise set out in the Project Plan or agreed by the Governance Committee, each party may subcontract its obligations under this Agreement to an Affiliate without approval.
- (c) Each party is fully responsible for the performance of all of its obligations under this Agreement, including for the performance of any of its subcontractors.
- (d) Despite any approval given under this clause 3.2:
  - (i) each party is responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that such work meets the requirements of this Agreement; and
  - (ii) a party must enter into an agreement with the subcontractor prior to the subcontractor conducting any work in relation to this Agreement. The subcontract agreement must, unless approved by the Governance Committee:
    - A. be consistent with the terms of this Agreement, including, without limitation, the confidentiality provisions set out in clause 15;
    - B. be in a form and include any standard terms that may be required by the Governance Committee;
    - C. include a right to terminate and other provisions consistent with clause 20; and
    - D. assign or grant licences to the party to IPR to enable the party to perform its obligations under this Agreement (as if the subcontractor were the party under this Agreement).

### **3.3 Access to premises**

- (a) Where required in the Project Plan, the relevant party will ensure that the Personnel of another party are provided with access to their premises required for the conduct of the Project.
- (b) Each party will ensure that any Personnel of any other party that accesses their premises for the purposes of the Project are:
  - (i) provided with a healthy and safe working environment and are properly supervised; and

- (ii) informed of that party's health, safety and security policies, and undertake relevant training and induction, as reasonably required by that party.
- (c) Each party must ensure its Personnel comply with:
  - (i) all reasonable directions given by another party as to health, safety and security; and
  - (ii) all relevant obligations under this Agreement, including with respect to Confidential Information,while on the other party's premises.

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## **4. Acceptance of a Milestone**

### **4.1 Acceptance**

- (a) The parties acknowledge that the outcomes of the Project may not be able to be predicted.
- (b) Notwithstanding clause 4.1(a), the parties may agree Milestones for the delivery of specific Project IP (including reports and other Material), or the performance of specific activities, by one or more parties.
- (c) If the parties have agreed Milestones, unless otherwise specified in the Project Plan, the Governance Committee will assess, acting reasonably (including at its next meeting when requested by a party submitting a claim for achievement of a Milestone) whether a Milestone has been achieved by the applicable Milestone Date in accordance with this Agreement.
- (d) If the Governance Committee's assessment reveals that a Milestone:
  - (i) has been achieved, the Governance Committee will record that in the minutes of its meeting; or
  - (ii) has not been achieved, the Governance Committee will record in its minutes the actions that must be completed by any relevant party to rectify the deficiency and the Governance Committee will then repeat the assessment.
- (e) If the Governance Committee is unable to decide on the achievement of a Milestone, the parties must work together collaboratively and in good faith to:
  - (i) understand the circumstances occurring that are resulting in the Milestone potentially not being achieved;
  - (ii) seek to agree alternative steps as applicable to be undertaken by the parties in order to achieve or mitigate the non-achievement of the Milestone; and
  - (iii) where agreed as being reasonable in the circumstances, vary the Project Plan or other aspects of this Agreement. Any variation to this Agreement must be in accordance with clause 23.6.
- (f) Where Funding is payable to a party following achievement of a Milestone, no amounts are payable until the Governance Committee has unanimously assessed that the relevant Milestone is achieved or the parties vary this Agreement in accordance with clause 23.6.

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## **5. Contribution Material**

### **5.1 Provision of Contribution Material**

- (a) In respect of any Contribution Material, each party:
  - (i) must provide the Contribution Material to any other party that requires it (if any):
    - A. as set out in the Project Plan or as agreed by the Governance Committee, so as to enable the parties to carry out the Project; and
    - B. in a safe and suitable manner for the purposes of the Project;
  - (ii) must organise and pay the costs of transport of the Contribution Material it provides (if required for the Project), to and from any relevant other party's premises, unless otherwise specified in the Project Plan;
  - (iii) must advise each receiving party of any hazardous or otherwise dangerous components or properties of the Contribution Material that it is aware of, and where applicable, instructions for safe use and operation of the Contribution Material; and
  - (iv) is responsible for insuring, maintaining and, if necessary, repairing and replacing any Contribution Material it provides, if required for the Project, unless otherwise specified in the Project Plan.
- (b) Each party acknowledges that Contribution Material may be altered, damaged or destroyed during the conduct of the Project as an anticipated and necessary part of the Project or as set out in the Project Plan.

### **5.2 Receipt and use of Contribution Material**

- (a) Where a party is required to provide Contribution Material to another party for the conduct of the Project, a receiving party is not obliged to commence or continue the part of the Project for which the relevant Contribution Material relates until:
  - (i) the party has provided the relevant Contribution Material; and
  - (ii) the receiving party has completed an assessment to confirm the Contribution Material is safe and suitable for the purposes of the Project.
- (b) The party providing Contribution Material must at its own cost replace any of the Contribution Material that a receiving party reasonably determines to be unsafe or unsuitable for the purposes of the Project.
- (c) A party providing Contribution Material grants each receiving party a non-transferable, non-exclusive, royalty free licence (including a right to sublicense to those subcontractors approved under clause 3.2) to Use the Contribution Material (including any IPR in the Contribution Material, but subject to any restrictions specified in the Project Plan) for the purposes of carrying out the Project.
- (d) Except as expressly set out in this Agreement, nothing in this Agreement affects the ownership of Contribution Materials (including associated Pre-existing IPR).

### **5.3 Destruction or return of Contribution Material**

- (a) Each party contributing Contribution Material acknowledges that Contribution Material may be altered, damaged or destroyed during the conduct of the Project as an anticipated and necessary part of the Project.
- (b) Except for any Contribution Material incorporated into the Project IP and subject to clause 5.3(c), each recipient of Contribution Material must store, dispose of, destroy or return Contribution Material in its possession or control on termination or expiry of the Agreement, if specified in the Project Plan or as directed by the relevant providing party (at the cost of the providing party).
- (c) Notwithstanding clause 5.3(b), each party is entitled to keep a copy of any Contribution Material for the sole purpose of managing legal obligations, or where stored in a back-up of an IT system. Each party must continue to treat any such copy in accordance with the terms of this Agreement.

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## **6. Project management**

### **6.1 Representation on the Governance Committee**

- (a) Each party appoints as its representative on the Governance Committee the person named in item 7 of the Details Schedule, or such replacement person notified by that party in writing to the other parties.
- (b) Each party must ensure that their representative:
  - (i) is suitably experienced to act as a representative for that party;
  - (ii) manages the day to day conduct of those tasks allocated to the party in the Project Plan; and
  - (iii) maintains full and accurate records of the performance of the Project.
- (c) Except where required otherwise under clause 6.4, a party may replace its representative by giving written notice to the other parties. The party must ensure that its replacement representative is suitably experienced to act as that party's representative.

### **6.2 Governance Committee**

- (a) The Governance Committee will:
  - (i) meet at the times set out in the Project Plan (or otherwise as agreed by the Governance Committee) to discuss the progress of the Project, including any issues or risks arising;
  - (ii) endorse, at the frequency set out in the Project Plan, a written summary and report on the progress of the Project;
  - (iii) discuss any variations to any aspect of the Project proposed by a party;
  - (iv) carry out any other tasks set out in this Agreement or as otherwise agreed by the parties from time to time;
  - (v) record minutes of its meetings for distribution to all parties prior to its next meeting; and
  - (vi) as required, amend the Project Plan in accordance with clause 7.

- (b) The Governance Committee may develop and approve further terms of reference and meeting protocols that are consistent with this Agreement.
- (c) The Governance Committee is not authorised to amend this Agreement (except for the Project Plan), but may make decisions or grant approvals where specified under this Agreement or the Project Plan.
- (d) Unless otherwise set out in the Project Plan, all decisions of the Governance Committee must be unanimous, except that a party's representative must not participate in a decision of the Governance Committee:
  - (i) to approve achievement of a Milestone under clause 4.1 that the party is required to achieve;
  - (ii) to remove their Key Personnel from the Project under clause 6.4(c); or
  - (iii) in relation to their expulsion under clause 20.2.
- (e) Where the Governance Committee cannot reach a decision, any party (including a party not represented on the Governance Committee) may raise a Dispute.

### **6.3 Chief Investigator**

- (a) Where specified in item 8 of the Details Schedule, a Chief Investigator is appointed to manage and coordinate the conduct of the Project in accordance with the Project Plan.
- (b) The Governance Committee will determine the scope of responsibility for the Chief Investigator, including the delegation of any authority or administrative responsibilities of the Governance Committee. The Chief Investigator is not authorised to amend this Agreement, or exercise any rights of another party.

### **6.4 Key Personnel**

- (a) Each party must:
  - (i) undertake the Project or any part of the Project to which its particular expertise relates, with the active involvement of, and using the expertise of, its Key Personnel;
  - (ii) not replace any Key Personnel without the prior written approval of the Governance Committee, which will not be unreasonably withheld; and
  - (iii) except if clause 6.4(b) applies, before replacing any Key Person, give the Governance Committee at least 20 Business Days prior written notice and provide information about the proposed replacement and any other implications that are likely to result from the replacement of its Key Person.
- (b) If a Key Person is unable to perform the Project in connection with this Agreement due to:
  - (i) ill health or incapacity; or
  - (ii) that person having left the employ of a party (including if the person's employment with a party has been terminated for cause),

the party must give the Governance Committee as much notice as possible and provide information about the proposed replacement and any other implications that are likely to result from the removal or replacement of its Key Person.

- (c) The Governance Committee may decide to give a notice to a party:
  - (i) directing the party to immediately remove a Key Person from the Project, if the Key Person has breached the law or engaged in serious misconduct; or
  - (ii) in any other case, requesting that the party replace a Key Person, in which case:
    - A. unless otherwise agreed by the parties, prior to the next meeting of the Governance Committee, the party must investigate the reasons stated in the notice, report its findings to the Governance Committee (including any ramifications of replacing the Key Person) and attempt to resolve any problems with the Key Person; and
    - B. if the Governance Committee still requires the replacement of the Key Person, replace that Key Person.
- (d) If a Key Person becomes unavailable or is removed from the Project, the party that provided the Key Person must:
  - (i) immediately implement a temporary workaround so as to prevent or minimise any interruption to the Project;
  - (ii) as soon as reasonably practicable, replace the Key Person with another appropriately qualified, competent and experienced person;
  - (iii) work with the other parties to update any agreements with a third party for funding that require participation of the Key Person; and
  - (iv) keep the Governance Committee informed as to the progress of the process to replace the Key Person.
- (e) If, after a reasonable period of time, a party that provided the Key Person is, after taking all reasonable steps, unable to provide a satisfactory replacement for the Key Person:
  - (i) the parties may agree to terminate the Agreement; and
  - (ii) unless otherwise agreed, each party will bear their own costs incurred in terminating the Agreement.

## 6.5 Reporting

- (a) The parties must provide the Governance Committee with reports and information in accordance with the Project Plan.
- (b) On or before the Project End Date or within 30 Business Days following the termination of this Agreement (including following expulsion or withdrawal), each party must provide the Governance Committee with a final report (for distribution to all parties):
  - (i) specifying all tasks performed during the Project; and
  - (ii) providing a summary of the Project IP generated.



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## 7. Project review

- (a) If during the Project a party (**Reviewer**) forms the reasonable opinion that some aspects of the Project should be varied, then the Reviewer must promptly send the Governance Committee a notice giving details of the basis for its opinion and a proposal as to how the Project (and including the Project Plan if applicable) should be varied (**Review Notice**).
- (b) At the next meeting of the Governance Committee after receiving a Review Notice, or within 10 Business Days after receiving a Review Notice at a specially convened meeting (whichever is the earliest) the Governance Committee will discuss the proposed variations to the Project to address the concerns raised in the Review Notice.
- (c) If the Governance Committee agrees to vary the Project, it may:
  - (i) approve a variation to the Project Plan (excluding any variation to the Funding) to implement the Review Notice; or
  - (ii) if an amendment to the Funding or the Agreement is required, recommend that each party execute a written variation in accordance with clause 23.6.
- (d) Subject to clause 7(c), the parties must continue working in accordance with the unaltered Project Plan and this Agreement.

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## 8. Project Funding

### 8.1 Contributions

- (a) A party must pay to another party any instalments of the Funding at the times and in the amounts set out in the Details Schedule or Project Plan (as applicable).
- (b) Except in accordance with clause 4, or where otherwise agreed by the Governance Committee, the Governance Committee will determine (acting reasonably) if the receiving party has met any requirement in this Agreement or the Project Plan for payment of the Funding.
- (c) Unless otherwise set out in the Project Plan, nothing in this Agreement prevents a party from receiving financial or other contributions from a third party for the purpose of performing its obligations under this Agreement. Subject to any confidentiality obligations owed to the third party, the party must report all such financial or other contributions to the Governance Committee (including the identity of the third party) and ensure any agreement with the third party is consistent with its obligations under this Agreement.

### 8.2 Payment terms

- (a) All invoices issued by a party for payment of Funding that is due and payable in accordance with this Agreement must be paid within 20 Business Days of receipt of the invoice. For GST purposes, all invoices or receipts issued by a party are tax invoices.
- (b) Where a party disputes an amount set out in an invoice, it must notify the issuing party within 10 Business Days of receipt of the invoice.

- (c) Late payments may be subject to an additional charge at the discretion of the party owed the payment, calculated daily from the due date until the date the outstanding amount is paid at:
  - (i) in respect of the period from 1 January to 30 June in any year – the rate that is 4% above the cash rate last published by the Reserve Bank of Australia before that period commenced; and
  - (ii) in respect of the period from 1 July to 31 December in any year – the rate that is 4% above the cash rate last published by the Reserve Bank of Australia before that period commenced.
- (d) If a party is more than 30 Business Days late paying an invoice:
  - (i) the other party is entitled to stop working on the Project (and will not be in breach of its obligations under this Agreement) until the date the outstanding amount is paid; and
  - (ii) the relevant Milestone Dates will be amended to reflect the period the other party stops work in accordance with this clause.

### 8.3 No deduction

The Funding must be paid without deduction or deferment for any demand, withholding, set-off, counter claim or other dispute and free and clear of any taxes imposed by or under the authority of any government or public authority.

### 8.4 GST

- (a) In this clause 8, words and expressions which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have the same meaning as in the GST Act.
- (b) If a party paying Funding is an Australian entity:
  - (i) all Funding payable under this Agreement is exclusive of GST;
  - (ii) if GST is payable by a supplier on any supply made under this Agreement, the recipient, upon receiving a tax invoice from the supplier, will pay to the supplier an amount equal to the GST payable on the supply; and
  - (iii) this amount will be paid in addition to, and at the same time, that the consideration for the supply is to be provided.
- (c) If a party paying Funding is a foreign entity:
  - (i) any supply made by the receiving party under this Agreement to the paying party will be treated by the receiving party as GST-free under the GST Act in reliance on the following representations made by the paying party that:
    - A. it is a non-resident for Australian Income Tax purposes;
    - B. it will not be in Australia when the thing to be supplied is so supplied;
    - C. it will acquire the supply in carrying on its enterprise; and

- D. it is not registered or required to be registered in Australia for GST purposes; and
- (ii) if any supply made under this Agreement is classified as a taxable supply for GST purposes because any of the representations in clause 8.4(c) are incorrect, the paying party will on demand pay the receiving party the GST payable on that supply together with any interest, fine, penalty or other amount imposed as a consequence of the incorrect representation.

## **8.5 Pre-payment for the Project**

If a party pays any Funding in advance in consideration for another party performing all or part of the Project, and the other party does not perform the Project or the relevant part of the Project, then:

- (a) the Funding paid in advance to the other party will become a debt due to the paying party; and
- (b) the other party must refund the Funding (in full or in part, depending on the portion of the Project that was not performed) to the paying party within 20 Business Days of receiving a notice from the paying party to do so.

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## **9. Intellectual property**

### **9.1 Licence rights for Pre-existing IPR and Third Party IPR**

This clause 9 does not affect the ownership of any IPR in:

- (a) any Pre-existing IPR;
- (b) any Third Party IPR; or
- (c) any other information, data, techniques, know-how, results, inventions, software, discoveries, materials and Research Tools, that is not Project IP.

### **9.2 Right to use each party's Pre-existing IPR**

- (a) Subject to clause 9.2(b), each party grants to each other party a royalty-free, world-wide, non-transferable, non-exclusive licence (including to sublicense to those subcontractors approved under clause 3.2) to Use the Pre-existing IPR of that party for the sole purpose of and only to the extent necessary to:
  - (i) carry out the Project; and
  - (ii) exercise the party's rights to Use the Project IP for the Purpose.
- (b) The parties may agree in Schedule 3 to further limit the licence granted under clause 9.2(a), such that specific Pre-existing IPR is only licenced for Use by specific parties, for specific purposes, or under specific conditions.
- (c) Each party warrants that:
  - (i) it owns or is otherwise entitled to grant to each other party the right to Use the Pre-existing IPR (and any other information provided to the party) that it contributes in accordance with this Agreement; and

- (ii) to the best of its knowledge and belief (having made reasonable enquiry of those of its Personnel involved in the Project or likely to have relevant knowledge), each other party's use of its Pre-existing IPR to carry out the Project (in accordance with this Agreement), as at the time such material is provided by the party, will not infringe any third party's rights (including IPR).
- (d) Each party warrants that there are no actions, claims or proceedings pending or threatened against the party in respect of its Pre-existing IPR.
- (e) Unless otherwise agreed in Schedule 3, each party contributing Pre-existing IPR does not make any representation or warranty, express or implied, that Use of its Pre-existing IPR will not require additional licences, or will not infringe the IPR of third parties, to the extent such Use is not expressly set out in the description of the Purpose.

### 9.3 Right to use Third Party IPR

- (a) Unless agreed otherwise by the parties in the Project Plan, if a party proposes to use Third Party IPR in its performance of the Project (the **Proposing Party**), and the Proposing Party is aware that such use may restrict another party's exercise of their rights to IPR in the Project IP, the Proposing Party must:
  - (i) notify the other party; and
  - (ii) not use the Third Party IPR unless it grants or procures (as required) for each other party a licence to Use the Third Party IPR, on the same terms as clause 9.2(a).
- (b) If the Proposing Party cannot obtain the licences as described in clause 9.3(a) (including because the Third Party IPR is only licenced on standard terms or because individual licenses are required), the Proposing Party must:
  - (i) notify the Governance Committee of the best alternative licence terms for that Third Party IPR and not use that Third Party IPR unless the Governance Committee approves those terms; and
  - (ii) if the Governance Committee does not approve the terms under clause 9.3(b)(i), notify the Governance Committee of any comparable Third Party IPR (if available) and comply with its obligations under this clause 9.3 in respect of such comparable Third Party IPR.

### 9.4 Ownership of Intellectual Property Rights in the Project IP

#### ***Model 1 - One or more selected parties own IPR in the Project IP***

- (a) This clause 9.4(a) applies where Model 1 is identified as applying to the Project in section 1 of Schedule 3. Subject to clause 9.1:
  - (i) all IPR in the Project IP vest in the party (or parties) identified in section 1 of Schedule 3 (the '**Owner**') on creation and the other parties hereby assign and agree to assign all such IPR to the Owner;
  - (ii) the Owner grants to each other party ('**Licensee**') a perpetual, irrevocable (except for material breach), world-wide, royalty-free, non-exclusive licence to Use the IPR in the Project IP (other than Pre-existing IPR and Third Party IPR):
    - A. to carry out the Project; and

- B. for the Purpose; and
- (iii) the Owner must not exercise their rights to the IPR in the Project IP licenced under clause 9.4(a)(ii), except:
  - A. as would be permitted if the Owner were a Licensee;
  - B. as otherwise expressly permitted under this Agreement; or
  - C. as otherwise set out in the Project Plan, approved by the Governance Committee, or agreed by all parties in writing.

**Model 2 - Each party owns their own IPR in the Project IP**

- (b) This clause 9.4(b) applies where Model 2 is identified as applying to the Project in section 1 of Schedule 3:
  - (i) this Agreement does not affect the ownership of any IPR in the Project IP;
  - (ii) for IPR in the Project IP created by a party (the '**Creator**'), the Creator grants to each other party ('**Licensee**') a perpetual, irrevocable (except for material breach), world-wide, royalty-free, non-exclusive licence to Use the IPR in the Project IP (other than Pre-existing IPR and Third Party IPR):
    - A. to carry out the Project; and
    - B. for the Purpose; and
  - (iii) the Creator must not exercise their rights to the IPR in the Project IP licenced under clause 9.4(b)(ii), except:
    - A. as would be permitted if the Creator were a Licensee;
    - B. as otherwise expressly permitted under this Agreement; or
    - C. as otherwise set out in the Project Plan, approved by the Governance Committee, or agreed by all parties in writing.

**9.5 Further action**

Each party will execute such documents or instruments, and do all other things reasonably required by another party, in order to give effect to the parties' agreement and the rights in this clause 9.

**9.6 Use of the party's name and acknowledgement**

- (a) Except with a party's prior written consent, each other party must not use that party's name:
  - (i) in a manner that suggests that the party endorses or is associated with any other party's business, products or services; or
  - (ii) in any publication or promotional material.
- (b) A party must not use any other party's logo or branding without prior written consent of an authorised representative of the other party.

- (c) Each party must acknowledge any other party's contribution in any publication that refers to the Project IP in accordance with any requirements or restrictions specified in item 12 of the Details Schedule.

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## 10. Intellectual Property Rights management

### 10.1 General

- (a) The Owner will be responsible for (and for decisions related to) the registration and protection of the IPR that it owns in the Project IP, unless otherwise specified in section 4.1 of Schedule 3.
- (b) Except as specified in section 4.2 of Schedule 3, under this Agreement there is no obligation on the Owner, or rights for the Licensee, to register, or to institute or defend any infringement actions, in respect of IPR in the Project IP or any other party's Pre-existing IPR.
- (c) The parties acknowledge and agree that each party's Personnel:
  - (i) may develop knowledge and skills while performing the Project that may not form part of the IPR in the Project IP; and
  - (ii) may use such knowledge and skills for performing other projects.

### 10.2 Commercialisation of IPR in the Project IP

- (a) The party (or parties) identified in item 10 of the Details Schedule, have during the Term and for any further period specified in item 11 of the Details Schedule (**Commercialisation Option Period**), the first right to Commercialise the IPR in Project IP in accordance with this clause 10.2.
- (b) Item 10 of the Details Schedule may identify a party or parties for the purpose of clause 10.2(a) in respect of either all or part of the Project IP, or in respect of Commercialisation for the Purpose or any other purpose, or in such other manner as agreed.
- (c) Unless otherwise set out in item 10 of the Details Schedule, the Owner or Owners must:
  - (i) not during the Commercialisation Option Period, without the written consent of any party with the right to Commercialise the relevant IPR, Commercialise the IPR or any relevant part of it, in the Project IP; and
  - (ii) on request of any party with the right to Commercialise the relevant IPR under clause 10.2(a), prior to expiry of the Commercialisation Option Period, negotiate in good faith the terms of a further licence of that IPR in the Project IP to the party, for the party to Commercialise the IPR or any relevant part of it, in the Project IP, on reasonable commercial terms.
- (d) If the party Commercialising the IPR in the Project IP requires a licence to Commercialise a party's Pre-existing IPR in conjunction with, or as part of, Commercialising the IPR in the Project IP, the relevant parties will negotiate in good faith to agree the reasonable commercial terms of that licence.
- (e) Any reference in this clause 10.2 and the Details Schedule to reasonable commercial terms requires regard to be given both to the value of the applicable Intellectual Property Rights and the respective contributions of the parties to the Project.

### 10.3 Infringement and enforcement of IPR

- (a) Each party must promptly notify the party that contributed (or owns) the relevant IPR in writing if it becomes aware of:
  - (i) any actual, suspected or threatened infringement by a third party of the other party's Pre-existing IPR, Confidential Information or IPR in the Project IP;
  - (ii) any claim by a third party that the carrying out of the Project infringes the IPR or other legal rights of that third party; or
  - (iii) any claim by a third party that the use of a party's Pre-existing IPR, Confidential Information or Project IP infringes the IPR or other legal rights of the third party.
- (b) Upon notification under clause 10.3(a), the parties that use the relevant IPR will meet to discuss what steps, if any, are to be taken. Each party will cooperate in good faith to discuss and seek to agree the steps required to be taken.
- (c) Nothing in this Agreement requires a party to obtain approval from another party prior to taking action to defend an action by a third party against it, or except as identified in section 4 of Schedule 3, initiate infringement proceedings in respect of IPR owned by the party.

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## 11. Right to publish

- (a) Notwithstanding other obligations in the Agreement, the parties are permitted to publish the Project IP (including any Pre-existing IPR or Third Party IPR incorporated into the Project IP) in accordance with this clause 11.
- (b) The parties will ensure that all publications and presentations in respect of the Project comply with the authorship and publication requirements of the *Australian Code for the Responsible Conduct of Research*, as amended from time to time.
- (c) In addition to clause 11(b), each party (a '**Publishing Party**') may only proceed with publishing or submitting for publication, or presenting, anything in relation to the Project that discloses any Confidential Information of any other party or the Project IP ('**Publication**'), provided that it has complied with the process set out in clauses 11(d) and 11(e) and is permitted to proceed in accordance with clause 11(h).
- (d) The Publishing Party must provide a copy of the proposed Publication to the other party or parties to whom the Publication relates (the '**Reviewing Party**') for review and response in accordance with clause 11(e).
- (e) Within 30 Business Days of the Publishing Party providing the Publication to a Reviewing Party for review, the Reviewing Party must notify the Publishing Party in writing that it:
  - (i) gives unconditional consent;
  - (ii) gives consent subject to certain amendments being made (including, if required, the removal of the Reviewing Party's Confidential Information) which are in the reasonable opinion of the Reviewing Party necessary to ensure its Confidential Information is not disclosed and its privacy obligations are met; or
  - (iii) requires the Publication to be delayed for up to 3 months so as to not prejudice its ability to protect and/or Commercialise the IPR in the Project IP, Confidential Information or Pre-existing IPR.

- (f) Notwithstanding clause 11(e)(ii), the Reviewing Party will not have editorial rights over the content of the Publication.
- (g) If the Publishing Party does not receive a response in accordance with clause 11(d) within 20 Business Days of a Reviewing Party receiving the Publication for review, the Publishing Party may provide the Reviewing Party with a further notice in writing requiring confirmation that it has no objections to the Publication. The Reviewing Party will be deemed to have given unconditional consent to the Publication if it does not respond to such further notice within 5 Business Days of receipt, notifying of any required amendments or a delay in accordance with clause 11(d).
- (h) The Publishing Party may proceed with the Publication:
  - (i) upon unconditional consent being given by each Reviewing Party; or
  - (ii) if amendments are required under clause 11(e)(ii), upon all reasonable amendments being made; and
  - (iii) if a period of delay is required under clause 11(e)(iii), upon the expiry of that period.
- (i) This clause 11 does not apply to the non-public presentation or submission of Student Work for assessment or examination and instead clause 12 applies in such circumstances.

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## 12. Students' right to publish

- (a) Notwithstanding any other provision of this Agreement, the parties agree that Students:
  - (i) may include Project IP in their Student Work, which may be made publicly available in accordance with the relevant University's policies and procedures and any statutes and regulations, subject to the provisions of clause 11; and
  - (ii) will retain copyright in their Student Work.
- (b) Nothing in this clause 12 prevents a Student from submitting their Student Work for assessment and each University will ensure each person to whom Student Work is presented or submitted for assessment purposes is legally bound by obligations of confidentiality that ensure that any Confidential Information contained in the Student Work is not disclosed to others, or used for purposes other than assessing the Student's Work (unless it is a use or disclosure permitted under clause 15).
- (c) At a party's request, a University must promptly provide written evidence of its compliance with clause 12(b).
- (d) Student Work submitted for a higher degree may be deposited in the library of the relevant University, subject to any reasonable conditions agreed to by the parties, including the removal of any Confidential Information.

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## 13. Privacy

In undertaking the Project, the parties agree to comply with their obligations under any applicable laws protecting the privacy of individuals. To the extent that the Project IP include personal information, the parties will agree and comply with appropriate protocols for handling the Project IP, consistent with applicable laws and ethics approvals obtained for the Project.



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## **14. Moral Rights**

### **14.1 Compliance**

- (a) This clause 14.1 applies if specified in item 13 of the Details Schedule. If this clause 14.1 applies, then clause 14.2 does not apply.
- (b) Each party must respect the Moral Rights of the Personnel of the other parties as required by law.

### **14.2 Consent**

- (a) This clause 14.2 applies if specified in item 13 of the Details Schedule. If this clause 14.2 applies, then clause 14.1 does not apply.
- (b) Except as set out in clause 14.2(c), each party must use its best endeavours to obtain from its Personnel who, in the performance of the Project, are or may be engaged in the creation of the Project IP in which copyright subsists, a genuine consent in writing to the use of the Project IP for the purposes contemplated by this Agreement, even if such use would otherwise be an infringement of their Moral Rights.
- (c) Each party is not required to obtain consent from its Personnel who are engaged in the creation of the Project IP in which copyright subsists, to have authorship of their work falsely attributed.
- (d) If a party is unable to obtain a consent described in clause 14.2(b), the party must promptly notify the Governance Committee in writing.

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## **15. Confidential Information**

### **15.1 Confidentiality of Project IP**

The parties acknowledge and agree that:

- (a) the Project IP is the Confidential Information of each party for the Term and any Commercialisation Option Period; and
- (b) following the expiry of both the Term and any Commercialisation Option Period, the Project IP is the Confidential Information of the Owner of the Project IP.

### **15.2 Use of Confidential Information**

- (a) Except as set out in this clause 15.2 or in clause 11, for the period that Confidential Information is to remain confidential as set out in section 7 of Schedule 3, each party when receiving Confidential Information of the other party must:
  - (i) only use the Confidential Information for the purpose of performing this Agreement; and
  - (ii) keep confidential and not further disclose the Confidential Information.
- (b) A party may only disclose Confidential Information to its Personnel for the purpose of performing this Agreement. Where Confidential Information of the other party is disclosed to a party's Personnel for the purpose of performing this Agreement, that party must ensure those Personnel are subject to equivalent (legally binding) obligations to those set out in this Agreement.

- (c) Each party may disclose Confidential Information of the other party:
  - (i) with that other party's prior written consent;
  - (ii) to a professional adviser in order to comply with obligations, or to exercise rights, under this Agreement, provided that the adviser is subject to equivalent (legally binding) obligations to those set out in this Agreement; or
  - (iii) if required by law or the rules of a securities exchange, but only to the extent of the legal requirement and after appropriate action is taken to protect the form and content of the disclosure. If a party is required to disclose any Confidential Information of the other party pursuant to this clause, that party must promptly notify the other party (to the extent notification is permitted by law).
- (d) Without limiting its obligations, each party:
  - (i) undertakes to implement appropriate security practices to prevent any unauthorised copying, use or disclosure of the other party's Confidential Information; and
  - (ii) must promptly notify the other if the party becomes aware of any actual or suspected unauthorised use or disclosure of the other party's Confidential Information.
- (e) Notwithstanding any other provision of this Agreement, if a party is a Commonwealth Entity, or a State or Territory government entity, that party will not be in breach of this clause 15.2 if it is required to disclose information to a Minister or a House or Committee of Parliament.
- (f) This Agreement does not limit any other agreement between the parties that provides authority for a party to disclose or use Confidential Information, where received or created under that other agreement.

### **15.3 Return or destruction of Confidential Information**

- (a) At any time a party may request return or destruction of any or all copies of its Confidential Information (unless comprised in the Project IP or required by law to be retained). The other party must promptly comply with such request. On receipt of any such request the other party's right to use that Confidential Information ceases.
- (b) Notwithstanding clause 15.3(a), a party is entitled to keep a copy of Confidential Information of the other party for the sole purpose of managing legal obligations, or where stored in a back-up of an IT system. A party must continue to treat any such copy as Confidential Information of the other party which is subject to the terms of this Agreement.
- (c) The obligations under this clause 15 survive the return or destruction of any Confidential Information and the termination or expiry of this Agreement for the period of confidentiality specified in respect of that Confidential Information in section 7 of Schedule 3.

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## 16. Intellectual Property Rights indemnity

### 16.1 General

This clause 16 applies unless otherwise set out in item 14 of the Details Schedule.

### 16.2 Indemnity

Each party ('**Indemnifying Party**') will indemnify each other party, and its Personnel ('**Indemnified Party**'), against any loss or liability arising out of or in connection with any claim that the:

- (a) Indemnified Party's Use of any IPR provided by the Indemnifying Party for the Project, consistent with any licence granted by the Indemnifying Party under this Agreement, infringes any IPR of a third party; or
- (b) Indemnifying Party's Use of any IPR provided by the Indemnified Party for the Purpose infringes any IPR of a third party.

### 16.3 Obligations

- (a) Where an Indemnified Party wishes to enforce an indemnity under clauses 16.2, it must:
  - (i) give written notice to the relevant Indemnifying Party as soon as practical;
  - (ii) make reasonable efforts to mitigate the relevant loss;
  - (iii) subject to the Indemnifying Party agreeing to comply at all times with clause 16.3(b), permit the Indemnifying Party, at the Indemnifying Party's expense, to handle all negotiations for settlement and, as permitted by law, to control and direct any settlement negotiation or litigation that may follow; and
  - (iv) in the event that the Indemnifying Party is permitted to handle negotiations or conduct litigation on behalf of the Indemnified Party under clause 16.3(a)(iii), provide all reasonable assistance to the Indemnifying Party in the handling of any negotiations and litigation.
- (b) The requirements referred to in clause 16.3(a)(iii) are that the Indemnifying Party must:
  - (i) if the Indemnified Party is a Commonwealth Entity, comply with government policy and obligations, as if the Indemnifying Party were the Indemnified Party, relevant to the conduct of the litigation and any settlement negotiation (including the *Legal Services Directions 2017*) and any direction issued by the Attorney General to the Commonwealth or delegate; and
  - (ii) keep the Indemnified Party informed of any significant developments relating to the conduct of the defence or settlement of any claim.

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## 17. Warranties and liability

### 17.1 General warranties

Each party represents and warrants to each other party that to its actual knowledge at the Commencement Date it has:

- (a) full power and authority to enter into and perform its obligations under this Agreement; and
- (b) has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into this Agreement and perform the Project.

### 17.2 Substantive warranties

- (a) Each party represents and warrants to each other party that it will undertake the Project in accordance with the requirements of clause 3.1(a).
- (b) This clause 17.2 does not require any party to make any representations or warranties to any other party in respect of the outcome of the Project or ability to use the Project IP.

### 17.3 Warranties repeated

The warranties given under the Agreement are deemed to be repeated by each party on the Commencement Date and on each day during the Term that a party provides Pre-existing IPR, Third Party IP or Project IP to another other party.

### 17.4 Project IP "as is"

The parties agree that:

- (a) the Project is speculative and that the outcomes of the Project and its ability to produce commercially useful results are not guaranteed; and
- (b) the Project IP are the result of experimental research and as such, each party must use its own judgement as to the applicability and fitness for purpose of the Project IP for that party's intended use of the Project IP.

### 17.5 Exclusions

- (a) Each party excludes all terms, conditions and warranties implied by custom, the general law or statute into this Agreement except for any statutory guarantees, the exclusion of which would contravene any statute or which would cause this clause to be void or unenforceable (**Non-Excludable Condition**).
- (b) A party's liability to the other party for breach of any Non-Excludable Condition is limited, at the first party's option, to:
  - (i) for services:
    - A. providing those services again; or
    - B. paying the cost of having those services provided again;
  - (ii) for goods:
    - A. replacing the goods; or

- B. paying the cost of replacing the goods.

## **17.6 Liability**

- (a) Except as specified in this Agreement, each party's use of any Pre-existing IPR and Project IP licensed or made available to it under this Agreement is at its own risk.
- (b) Each party's liability, including under an indemnity, under this Agreement is reduced proportionately to the extent that any damage, liability, loss or cost arises from, or is attributable to, any negligent, unlawful or reckless act or omission of, or breach of this Agreement by, any other party or its Personnel.
- (c) The rights, duties, obligations and liabilities of the parties under this Agreement will in every case be several and not joint or joint and several.

## **17.7 Liability cap**

- (a) The aggregate liability of a party for loss suffered or incurred by any other party (in aggregate across all parties) arising out of or in connection with this Agreement, however caused whether in tort (including negligence), contract, statute, equity or otherwise is, to the full extent permitted by law:
  - (i) subject to clause 17.7(b), limited to the applicable amount specified in item 15 of the Details Schedule; and
  - (ii) excluded for any loss of anticipated profits or savings, business interruption, loss of revenue or loss of goodwill.
- (b) Any limit on the liability of a party under clause 17.7(a)(i) does not apply in relation to liability for:
  - (i) personal injury (including sickness or death);
  - (ii) an infringement of third party IPR;
  - (iii) a breach of any obligation of confidentiality; or
  - (iv) wilful default or fraud.

---

## **18. Insurance**

### **18.1 Required insurance**

- (a) Each party must take out, maintain and keep current during the Term and, in the case of insurance policies where claims must be made during the currency of the policy, for 7 years after expiration or earlier termination of this Agreement, the insurances set out in item 17 of the Details Schedule.
- (b) Each party must take out, maintain and keep current during the Term and, in the case of insurance policies where claims must be made during the currency of the policy, for 7 years after expiration or earlier termination of this Agreement, workers compensation and employer's liability insurance as required by law.
- (c) The parties acknowledge and agree that proof of adequate levels of self-insurance or other protection by a party are acceptable as an alternative to the insurance required under this clause 18.1.

## 18.2 Insurance details

- (a) The insurance policies specified in clause 18.1 must:
  - (i) if held with an insurer (or equivalent), be held with a sound and reputable insurer (or equivalent); and
  - (ii) comply with all applicable laws.
- (b) Each party will produce evidence of the currency of the insurance policies it is required to hold under clause 18.1 within 10 Business Days of receipt of a written request from any other party.
- (c) Each party will all times comply with the terms of the insurance policies it is required to hold under clause 18.1.
- (d) Nothing in this clause 18 limits the other obligations and liabilities of any party under this Agreement or at law.

---

## 19. Dispute resolution

### 19.1 Application of this provision

Any dispute, controversy, difference or claim arising out of or in connection with this Agreement or the subject matter of this Agreement, including any question concerning its formation, validity, interpretation, performance, breach or termination (a **Dispute**) must be dealt with in accordance with this clause 19.

### 19.2 Interlocutory relief and claim for debt

Nothing in this clause 19:

- (a) prevents any party from seeking urgent injunctive or similar interim relief from a court of competent jurisdiction; or
- (b) prevents a party from taking any step (including, but not limited to, commencing a proceeding) in relation to a claim for monies owing to the party under clause 8.

### 19.3 Notice of Dispute

The party claiming that a Dispute exists ("**the Initiating Party**") must give each other party relevant to the Dispute ("**the Receiving Parties**") written details of the nature of the Dispute ("**Notice of Dispute**"). The Notice of Dispute must state that it is a Notice of Dispute prepared in accordance with this clause 19.

### 19.4 Meeting of senior representatives

Within 20 Business Days of the service of the Notice of Dispute by the Initiating Party on the Receiving Parties, the Senior Representatives identified in item 1 or 2 of the Details Schedule, or their delegates who have appropriate authority to resolve the Dispute, will meet (in person or by telephone or video conference) and attempt to resolve the Dispute in good faith.

### 19.5 Mediation

If the Dispute is not resolved within 20 Business Days of the Notice of Dispute (or longer period agreed by the parties) the parties will endeavour to settle the Dispute by mediation administered by the Australian Disputes Centre (ADC). The mediation must be conducted in accordance with the *ADC Guidelines for Commercial Mediation* operating at the time the matter is referred to ADC.

## **19.6 Escalation to court proceedings**

- (a) This clause 19.6 applies if specified in item 16 of the Details Schedule. If this clause 19.6 applies, then clauses 19.7 and 19.8 do not apply.
- (b) If the Dispute is not resolved within 30 Business Days of the service of the Notice of Dispute, any party to the Dispute may initiate proceedings in a court of competent jurisdiction.

## **19.7 Escalation to arbitral proceedings**

- (a) This clause 19.7 applies if specified in item 16 of the Details Schedule. If this clause 19.7 applies, then clauses 19.6 and 19.8 do not apply.
- (b) If the Dispute has not resolved within 30 Business Days of the service of the Notice of Dispute, it must be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The seat of arbitration must be the capital city of the State or Territory set out in item 18 of the Details Schedule. The language to be used in the arbitral proceedings must be English. The Dispute must be decided in accordance with the laws of the State or Territory set out in item 18 of the Details Schedule.

## **19.8 Escalation to arbitral proceedings**

- (a) This clause 19.8 applies if specified in item 16 of the Details Schedule. If this clause 19.8 applies, then clauses 19.6 and 19.7 do not apply.
- (b) If the Dispute has not resolved within 20 Business Days of the service of the Notice of Dispute, it must be referred to and finally determined by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration must be the capital city of the State or Territory set out in item 18 of the Details Schedule. The language to be used in the arbitral proceedings must be English. The Dispute must be decided in accordance with the laws of the State or Territory set out in item 18 of the Details Schedule.

## **19.9 Confidentiality**

Each party to the Dispute must treat as confidential and not disclose to a third party (or the other parties) without each other party to the Dispute's prior written consent all matters relating to the dispute resolution process, including the details of the Dispute and the subject matter of the Dispute, except:

- (a) for the purpose of making an application to any competent court in accordance with this clause 19;
- (b) if necessary to obtain legal or financial advice;
- (c) if required by law; or
- (d) in the case of a party that is a Commonwealth Entity or a State or Territory government entity, disclosure to its responsible government Minister or in response to a request by a House or Committee of Parliament.

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## **20. Termination**

### **20.1 Termination by agreement**

The parties may terminate or reduce the scope of this Agreement at any time by written agreement. Any amendment to the Agreement must be in accordance with clause 23.6.

## 20.2 Termination and expulsion

- (a) The Governance Committee may agree to:
  - (i) expel a party from this Agreement (terminating the Agreement as between that party and each other party only) by giving notice to the relevant party, if any event occurs set out in clause 20.3; and/or
  - (ii) terminate this Agreement with immediate effect, where it does not believe that the Project is able to continue and the parties have not been able to agree to amend the scope of the Project.
- (b) The Governance Committee acknowledges that it will not exercise its rights under this clause 20.2 to expel a party, without first consulting with a party proposed to be expelled and allowing them to respond to the proposal. Such party will be given at least 15 Business Days to respond to any such proposal.

## 20.3 Termination Events

- (a) The Governance Committee may expel a party under clause 20.2 if the party:
  - (i) breaches a material term of this Agreement, where that breach is not capable of remedy; or
  - (ii) breaches any term of this Agreement which is not remedied within 20 Business Days' written notice to do so by the Governance Committee.
- (b) Without limitation, for the purposes of clause 20.3(a)(i), each of the following constitutes a breach of a material term of this Agreement:
  - (i) a failure to comply with clause 6.4 (Key Personnel);
  - (ii) a failure to comply with clause 8 (Project Funding);
  - (iii) a failure to comply with clause 9 (Intellectual property);
  - (iv) a failure to comply with clause 10 (Intellectual Property Rights management);
  - (v) a failure to comply with clause 11 (Right to publish); or
  - (vi) a failure to comply with clause 15 (Confidential Information).

## 20.4 Withdrawal for convenience

- (a) Any party may withdraw from this Agreement (terminating the Agreement as between that party and each other party only) for convenience at any time by giving the Governance Committee 120 Business Days' written notice, subject to the payment of:
  - (i) the amounts due under this Agreement before the effective date of withdrawal; and
  - (ii) any reasonable costs (including any committed costs as at the date of termination that cannot reasonably be avoided), incurred by any other party at the date of withdrawal as a result of the termination (excluding loss of profits or savings, business interruption, loss of revenue or loss of goodwill).



- (b) The total of any payments made by a party under 20.4(a) must not exceed the Funding that was committed by the withdrawing party.

## **20.5 Consequences of termination or expiry**

Upon termination of this Agreement under clause 20.2(a)(ii) or expiry of this Agreement:

- (a) the parties' rights to IPR in the Project IP continue in accordance with this Agreement;
- (b) the parties must store, dispose of, destroy or return any Contribution Material of another party not incorporated into the Project IP in accordance with clause 5.3 (as directed by the relevant party), except that a party is entitled to keep a copy of any Material of another party for the sole purpose of managing legal obligations, or where stored in a back-up of an IT system. The party keeping a copy of any Material must continue to treat any such copy as Confidential Information of another party which is subject to the terms of this Agreement;
- (c) each party will (subject to payment of any outstanding Funding) be required to deliver to the other parties copies of all Project IP in their current state at the date of termination or expiry (subject to any agreed limitations on delivery of such Project IP in this Agreement or determined by the Governance Committee);
- (d) if a party has paid any of the Funding in advance, the recipient party must refund any portion that was not required to have been paid by or at the time of termination or expiry; and
- (e) each party may Use the IPR in the Project IP created under the Project (but not other Pre-existing IPR or Third Party IPR) to otherwise complete the Project itself or to engage a third party to complete the Project.

## **20.6 Consequences of termination for expulsion or withdrawal**

- (a) If a party is expelled or withdraws from this Agreement, on the date of expulsion or withdrawal, that party:
  - (i) will cease to be a party to this Agreement;
  - (ii) relinquishes all rights (including licences) under this Agreement;
  - (iii) without limiting clause 23.12, agrees that all licences it has granted to IPR in the Project IP (including in relation to Pre-existing IPR and Third Party IPR), and any option granted to Commercialise, survive in accordance with their terms;
  - (iv) must store, dispose of, destroy or return any Contribution Material not incorporated into the Project IP in accordance with clause 5.3 (as directed by each other party), except that the party is entitled to keep a copy of any Material of another party for the sole purpose of managing legal obligations, or where stored in a back-up of an IT system. The party keeping a copy of any Material must continue to treat any such copy as Confidential Information of another party which is subject to the terms of this Agreement;
  - (v) will (subject to payment of any outstanding Funding being paid to that party) be required to deliver to the other parties copies of all Project IP in their current state at the date of termination (subject to any agreed limitations on delivery of such Project IP in this Agreement or determined by the Governance Committee);

- (vi) except where clause 20.4 applies, if it has received any of the Funding in advance, must refund any portion that was not required to have been paid;
  - (vii) will co-operate with any other party as necessary (at the cost, expense and risk of the requesting party) and promptly do all acts and things and execute all documents which may be reasonably necessary to enable the enforcement, protection and Commercialisation of any IPR in the Project IP; and
  - (viii) will be relieved of its obligation to make further Contributions, other than Contributions required to be made under any third party agreement in force to which it remains a party.
- (b) The expulsion or withdrawal of a party from this Agreement:
- (i) will not affect the enforceability of any other party's rights against a party who is retiring or being expelled that have accrued at that time; and
  - (ii) will not relieve the other parties of their obligations under this Agreement and they will continue to carry the Project to the extent those parties are able to continue to carry on the Project and perform the terms of this Agreement as between them.

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## 21. Unexpected Events

- (a) If an Unexpected Event prevents or delays a party (**Affected Party**) from performing any obligation under this Agreement (other than payment of amounts due):
- (i) as soon as is reasonably practicable, but no later than three Business Days after the commencement of the Unexpected Event, the Affected Party must give a notice to the other parties and the Governance Committee:
    - A. describing the Unexpected Event;
    - B. specifying the impacted obligation and the extent to which the Affected Party cannot perform those obligations;
    - C. if possible, estimate the period of delay due to the Unexpected Event; and
    - D. specifying the measures proposed to be adopted to remedy or minimise the disruption caused by the Unexpected Event,

and those obligations will be suspended for so long as the Unexpected Event continues; and
  - (ii) the Affected Party must use reasonable efforts to mitigate the effects of the Unexpected Event.
- (b) If the Unexpected Event continues for a period of 30 Business Days or more, the Governance Committee will further consider the appropriate actions to take in accordance with this Agreement.

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## **22. Notices**

### **22.1 Obligation for notices**

Each notice under this Agreement must be:

- (a) in writing;
- (b) addressed to the recipient at the applicable address for notices set out in item 1 or 2 of the Details Schedule (as applicable), until changed by written notice; and
- (c) left at, or sent by pre-paid express post, or email to, that address.

### **22.2 Deemed receipt**

- (a) Notices given in accordance with clause 22.1 will be deemed to be received:
  - (i) if delivered by hand - upon delivery to the relevant address;
  - (ii) if sent by pre-paid express post - on the second Business Day after the date of posting; or
  - (iii) if transmitted by email - at the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered
- (b) A notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be delivered on the next Business Day in that place.

### **22.3 Notice to or from Governance Committee**

- (a) The Governance Committee may determine the address for the parties to send notices to, and for notices to be sent from, and the process for authorising the sending of such notices as part of its administrative arrangements.
- (b) All notices sent to or received from the Governance Committee will be attached to the minutes of the Governance Committee's next meeting and distributed to the parties following approval of the minutes.

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## **23. General**

### **23.1 Relationship**

This Agreement does not create a relationship of employment, agency, joint venture or partnership between the parties. A party must not represent itself, and must ensure its Personnel do not represent themselves, as:

- (a) being an employee, partner, joint venturer or agent of any other party; or
- (b) having any authority to act on behalf of any other party or to bind any other party to any course of action.

### **23.2 No constraints**

- (a) Each party acknowledges and agrees that (subject to the scope of the assignment of, and licences to, IPR in this Agreement) each other party's research, development, Commercialisation and consulting are not constrained or restricted by this Agreement.

- (b) Each party acknowledges that any other party's activities may be in competition with its own business or activities.

### **23.3 No assignment**

Except in relation to the Owner's rights to IPR in the Project IP, a party must not assign or novate its rights or obligations under this Agreement unless it has the prior written consent of all of the other parties or the Governance Committee.

### **23.4 Further assurances**

Each party must take all steps, execute all documents and do everything reasonably required by any other party to give effect to any of the transactions contemplated by this Agreement.

### **23.5 Entire agreement**

This Agreement contains the entire agreement of the parties as to its subject matter. It sets out the only representations and warranties relied on by the parties when entering into this Agreement.

### **23.6 Variation**

- (a) No variation or amendment of this Agreement will be effective unless it is made in writing and signed by an authorised representative of each party.
- (b) No additional person may become a party to this Agreement without the written agreement of all of the then existing parties to this Agreement and unless the additional person and all the then existing parties to this Agreement execute a written agreement to that effect.

### **23.7 No waiver**

No failure to exercise or delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

### **23.8 Remedies cumulative**

The rights, powers and remedies provided to a party in this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or any other agreement.

### **23.9 Severance**

- (a) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be severed to the extent necessary to make this Agreement valid and enforceable. The severance of a provision will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- (b) If the severance of a provision would materially change the substance of this Agreement then the parties must negotiate in good faith to seek agreement on a replacement provision that:
  - (i) is valid and enforceable; and
  - (ii) will as far as possible, give effect to the intention of the parties as expressed in this Agreement at the date of execution.

### **23.10 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts will collectively be taken to constitute one instrument.

### **23.11 Governing law**

- (a) This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by the laws of the State or Territory of the location set out in item 18 of the Details Schedule. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State or Territory.
- (b) If a party is a foreign entity, the *United Nations Convention on Contracts for the International Sale of Goods* does not apply for the purpose of this Agreement.

### **23.12 Survival**

- (a) Any provisions which by their nature are intended to survive the termination or expiration of this Agreement will so survive, including:
  - (i) clause 9 (Intellectual property);
  - (ii) clause 10 (Intellectual Property Rights management);
  - (iii) clause 11 (Right to publish);
  - (iv) clause 13 (Privacy);
  - (v) clause 14 (Moral Rights);
  - (vi) clause 15 (Confidential Information);
  - (vii) clause 17 (Warranties and liability);
  - (viii) clause 18 (Insurance);
  - (ix) clause 20.5 (Consequences of termination or expiry); and
  - (x) clause 20.6 (Consequences of termination for expulsion or withdrawal).
- (b) Termination or expiry of this Agreement (including as between one or more parties on expulsion or withdrawal) does not affect the rights and remedies of the parties that accrued before the date of termination or expiry.

## Schedule 1 - Details Schedule

| Item | Related clause     | Subject                     | Description   |
|------|--------------------|-----------------------------|---|
| 1    | Clause 1.1         | Universities                | University Name: <i>[insert]</i><br>ABN: <i>[insert]</i><br>Address: <i>[insert]</i><br>Email: <i>[insert]</i><br>Notices for attention of: <i>[insert]</i><br>Senior representative: <i>[insert]</i>   |
|      |                    |                             | University Name: <i>[insert]</i><br>ABN: <i>[insert]</i><br>Address: <i>[insert]</i><br>Email: <i>[insert]</i><br>Notices for attention of: <i>[insert]</i><br>Senior representative: <i>[insert]</i>   |
| 2    | Clause 1.1         | Collaborators               | Collaborator Name: <i>[insert]</i><br>ABN: <i>[insert]</i><br>Address: <i>[insert]</i><br>Email: <i>[insert]</i><br>Notices for attention of: <i>[insert]</i><br>Senior representative: <i>[insert]</i> |
|      |                    |                             | Collaborator Name: <i>[insert]</i><br>ABN: <i>[insert]</i><br>Address: <i>[insert]</i><br>Email: <i>[insert]</i><br>Notices for attention of: <i>[insert]</i><br>Senior representative: <i>[insert]</i> |
| 3    | N/A                | Project Title               | <i>[Insert title and summary details of Project]</i>  |
| 4    | Clause 1.1         | Commencement Date           | <i>[insert the date this Agreement commences. This may be on the date the last party signs the Agreement, or it may be a specific date.]</i>  |
| 5    | Clause 1.1         | Project End Date            | <i>[Insert date Agreement is to end eg, dd/mm/yy]</i>   |
| 6    | Clause 3.1(a)(i)C  | Policies, standards or laws | <i>[insert any specific policies, standards or law that a party or all parties must comply with in delivering the Project.]</i>   |
| 7    | Clause 1.1 and 6.2 | Governance Committee        | <i>[For each party, insert the representative the party appoints to the Governance Committee.]</i>  |

| Item | Related clause     | Subject                      | Description  |  |
|------|--------------------|------------------------------|--|--|
| 8    | Clause 6.3(a)      | Chief Investigator           | <i>[Specify Chief Investigator or state 'N/A'.]</i>  |  |
| 9    | Clause 1.1 and 6.4 | Key Personnel                | University A Key Personnel   | University B Key Personnel   |
|      |                    |                              | <i>[For each party, insert any specific Personnel that are required to undertake the Project. This may include the designated Chief Investigator.]</i>   | <i>[For each party, insert any specific Personnel that are required to undertake the Project. This may include the designated Chief Investigator.]</i> |
|      |                    |                              | Collaborator A Key Personnel   | Collaborator B Key Personnel   |
|      |                    |                              | <i>[For each party, insert any specific Personnel that are required to undertake the Project. This may include the designated Chief Investigator.]</i>   | <i>[For each party, insert any specific Personnel that are required to undertake the Project. This may include the designated Chief Investigator.]</i> |
| 10   | Clause 10.2        | Right to Commercialise       | <i>[Specify here the party or parties that will have the first right to Commercialise the IPR in the Project IP and include details of any other approach to Commercialisation Otherwise insert 'Clause 10.2 does not apply']</i>  |  |
| 11   | Clause 10.2(a)     | Period for Commercialisation | <i>[insert the period for which the party or parties identified in item 10 has the first right to Commercialise or insert 'N/A'.]</i>  |  |
| 12   | Clause 9.6(c)      | Acknowledgement              | <i>[Insert any requirements or restrictions for a party to acknowledge in publications (including the form of acknowledgement) the contribution of another party.]</i>   |  |
| 13   | Clause 14          | Moral Rights                 | <i>[Tick which Moral Rights provision applies.]</i><br><br>Clause 14.1 (Compliance)<br><br>Clause 14.2 (Consent)   |  |
| 14   | Clause 16.1        | Indemnity                    | <i>[Insert:</i><br><ul style="list-style-type: none"> <li>• <i>'N/A' if the indemnity in clause 16 is to apply; or if the indemnity in clause 16 is not to apply, either:</i></li> <li>• <i>an alternative indemnity agreed by the parties; or</i></li> <li>• <i>if no indemnity is to be included, 'No party indemnifies any other party under this Agreement.'</i></li> </ul> <i>].]</i> |  |
| 15   | Clause 17.7(a)(i)  | Liability cap                | <i>[Insert the liability cap amount for each party to the Agreement.]</i>  |  |

| Item | Related clause       | Subject  | Description   |
|------|----------------------|--|---|
| 16   | Clause 19            | Dispute resolution                             | <p><i>[Tick which dispute resolution provision applies.]</i></p> <p>Clause 19.6 (Escalation to court proceedings)</p> <p>Clause 19.7 (Escalation to arbitral proceedings - WIPO)</p> <p>Clause 19.8 (Escalation to arbitral proceedings - ACICA)</p>  |
| 17   | Clause 18.1(a)       | Insurance                                      | <p><i>[Insert insurance types and amounts. For example:</i></p> <p><i>Public and product liability insurance with a limit of liability of not less than \$10 million for each and every event.</i></p> <p><i>Professional indemnity insurance with a limit of liability of not less than \$5 million for each and every event.]</i></p> |
| 18   | Clauses 19 and 23.11 | State or Territory for venue and governing law | <i>[insert]</i>   |



## Schedule 2 - Project Plan

### 1. Objectives

[Insert a description of the objectives and key requirements for the Project.]

### 2. Project methodology

[Insert description of Project methodology (attach additional pages if required)]

### 3. Project IP

|    | Milestone  | Project IP   | Milestone Date |
|----|--|--|----------------|
| 1. | [Describe the work that the party is required to do] | [Reports?<br>Physical items?<br>Is the party required to make improvements to the Pre-existing IPR?] | [insert]       |
| 1. |  |  |                |
| 2. |  |  |                |

### 4. Funding

|       | Party responsible for payment | Party receiving the payment | Frequency of payment             | Advance/ arrears    | If payable in instalments, amount of each Funding instalment (excl GST) | Total Funding (excl GST) |
|-------|-------------------------------|-----------------------------|----------------------------------|---------------------|---|--------------------------|
| 1.    |                               |                             | [monthly / quarterly / once off] | [advance / arrears] |   |                          |
| 2.    |                               |                             |                                  |                     |   |                          |
| TOTAL |                               |                             |                                  |                     |   |                          |

OR

[insert the Milestone payments, which are to be paid by a party on the achievement of each Milestone by the applicable Milestone Date.]

|    | Milestone | Milestone Date | Party responsible for payment | Party receiving the payment | Funding amount (excl GST) |
|----|-----------|----------------|-------------------------------|-----------------------------|---------------------------|
| 1. |           |                |                               |                             |                           |
| 2. |           |                |                               |                             |                           |

|       | Milestone | Milestone Date | Party responsible for payment | Party receiving the payment | Funding amount (excl GST) |
|-------|-----------|----------------|-------------------------------|-----------------------------|---------------------------|
| TOTAL |           |                |                               |                             |                           |

## 5. Contribution Material

|    | Description of Contribution Material and timing (attach additional pages if required) | Party providing | Party receiving (if any) | Value (\$) (if applicable) | Conditions |
|----|---|-----------------|--------------------------|----------------------------|------------|
| 1. |   |                 |                          |                            |            |
| 2. |   |                 |                          |                            |            |
| 3. |   |                 |                          |                            |            |

## 6. Other Contributions

|    | Description of Contribution and timing (attach additional pages if required) | Party providing | Party receiving (if any) | Value (\$) (if applicable) | Conditions |
|----|--|-----------------|--------------------------|----------------------------|------------|
| 1. |  |                 |                          |                            |            |
| 2. |  |                 |                          |                            |            |
| 3. |  |                 |                          |                            |            |

## 7. Governance Committee - Progress meetings (clause 6.2)

| Meeting | Attendees | Frequency | Place |
|---------|-----------|-----------|-------|
|         |           |           |       |
|         |           |           |       |
|         |           |           |       |

# Schedule 3 - Project IP, Research Tools, Pre-existing IPR, Material and Confidential Information

## 1. Ownership of Project IP

### 1.1 Owner of IPR in the Project IP

*[Tick which model of ownership applies (clause 9.4).]*

**Model 1 (clause 9.4(a))**

*Under clause 9.4(a), IPR in the Project IP is owned by the party or parties specified in clause 1.2 of Schedule 3.*

**Model 2 (clause 9.4(b))**

*The Agreement does not assign IPR in the Project IP, but each party grants a cross-licence to each other party in accordance with clause 9.4(b).*

### 1.2 Model 1 Owners

*[Select one of the following:*  
*For a single Owner insert: 'IPR in the Project IP is owned by [Insert].'*  
 OR  
*For different parties to own different components of IPR in the Project IP: The IPR in the Project IP is owned [Insert] except for the following portions of the Project IP that have a different Owner, as specified in the table below:*

| Project IP | Owner |
|------------|-------|
|            |       |
|            |       |
|            |       |

## 2. Use

| IPR              | Limitations on Use   |
|------------------|--|
| Project IP       | <i>[Insert any limitation on the right to Use the Project IP or insert N/A.]</i>   |
| Pre-existing IPR | <i>[If limitations apply include 'Limitations on Use are set out in section 5.2 of this Schedule.' or insert 'N/A'.]</i> |
| Third Party IPR  | <i>[If limitations apply include 'Limitations on Use are set out in section 6 of this Schedule.' or insert 'N/A'.]</i>   |

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### 3. Purpose

*[Insert the purpose for which the parties are permitted to use the Project IP of the Project.]*

---

### 4. Registration and protection of the IPR

#### 4.1 Party responsible for registration and protection of IPR

*[Identify the party responsible for the registration and protection of IPR.]*

#### 4.2 Process for registration and protection of IPR

*[Insert details of any registration process/assessment or protection of IPR in the Project IP required following the conclusion of the Project or insert 'Not Applicable'.]*

---

### 5. Research Tools and Pre-existing IPR

#### 5.1 Research Tools

| Contributing Party | Description | Use in the Project |
|--------------------|-------------|--------------------|
|                    |             |                    |
|                    |             |                    |
|                    |             |                    |

#### 5.2 Limitations on Pre-existing IPR

(a) Patents and patent applications

| Contributing Party | Title | Application number | Filing date | Country of registration | Use in the Project | Limitations on use |
|--------------------|-------|--------------------|-------------|-------------------------|--------------------|--------------------|
|                    |       |                    |             |                         |                    |                    |
|                    |       |                    |             |                         |                    |                    |
|                    |       |                    |             |                         |                    |                    |

(b) Other IPR

| Contributing Party | Description | Publication number | Form of IP (copyright, patent, registered design, etc) | Use in the Project | Limitations on use |
|--------------------|-------------|--------------------|--|--------------------|--------------------|
|                    |             |                    |  |                    |                    |
|                    |             |                    |  |                    |                    |

| Contributing Party | Description | Publication number | Form of IP (copyright, patent, registered design, etc) | Use in the Project | Limitations on use |
|--------------------|-------------|--------------------|--|--------------------|--------------------|
|                    |             |                    |  |                    |                    |

### 5.3 Excluded Pre-existing IPR

| Party | Description | Publication number | Form of IP (copyright, patent, registered design, etc) | Use in the Project |
|-------|-------------|--------------------|--|--------------------|
|       |             |                    |  |                    |
|       |             |                    |  |                    |
|       |             |                    |  |                    |

## 6. Third Party IPR

| Owner / licensor of associated IP | Description | Publication number | Form of IP (copyright, patent, registered design etc) | Use in the Project | Limitations on use |
|-----------------------------------|-------------|--------------------|---|--------------------|--------------------|
|                                   |             |                    |   |                    |                    |
|                                   |             |                    |   |                    |                    |
|                                   |             |                    |   |                    |                    |

## 7. Confidential Information

### 7.1 Confidential Information

| Contributing Party | Description   | Period of confidentiality  |
|--------------------|---|--|
| [Insert]           | [Insert description of Confidential Information. If the parties agree to limit Confidential Information to the specific information described here, clearly state that only the information listed here is Confidential Information. If more space is required an attachment can be added.] | [Insert the period it is required to remain confidential (eg 'perpetually' or '7 years from the date of disclosure').] |
|                    |   |  |

| Contributing Party | Description | Period of confidentiality |
|--------------------|-------------|---------------------------|
|                    |             |                           |
|                    |             |                           |
|                    |             |                           |

## Signing page

**Signed** as an agreement.

**Signed** for and on behalf of the **[Insert University A Name and ABN]** by its duly authorised representative:

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Full name of authorised representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of witness

**Signed** for and on behalf of the **[Insert University B Name and ABN]** by its duly authorised representative:

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Full name of authorised representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of witness

**Executed** by **[Insert Collaborator A Name and ABN]** in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Full name of director who states that they are a director of **[Insert Collaborator A Name]**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of company secretary/director

\_\_\_\_\_  
Full name of company secretary/director who states that they are a company secretary/director of **[Insert Collaborator A Name]**

\_\_\_\_\_  
Date

**Executed by [Insert Collaborator B Name and ABN]** in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Full name of director who states that they are a director of **[Insert Collaborator B Name]**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of company secretary/director

\_\_\_\_\_  
Full name of company secretary/director who states that they are a company secretary/director of **[Insert Collaborator B Name]**

\_\_\_\_\_  
Date