

HERC IP Framework – Technical (Consulting) Services Agreement

Details Schedule

Item	Parties	
1.	University	University name: <i>[insert]</i> ABN: <i>[insert]</i> Address: <i>[insert]</i> Email: <i>[insert]</i> Notices for attention of: <i>[insert]</i>
2.	Client	Client name: <i>[insert]</i> ABN: <i>[insert]</i> Address: <i>[insert]</i> Email: <i>[insert]</i> Notices for attention of: <i>[insert]</i>
Details of Services		
3.	Commencement Date	<i>[Insert the date this Agreement commences.]</i>
4.	End Date	<i>[Insert the date this Agreement ends.]</i>
5.	Services	<i>[Insert summary details of the Services required from the University]</i> The Services are further detailed in Schedule 1, including the requirements for achievement of each Milestone.
6.	Key Personnel (clauses 1 and 15.6)	<i>[Insert any specific Personnel that are required to perform the Services, and the tasks allocated to them, or otherwise specify 'N/A'.]</i>
7.	Reporting requirements (clause 15.3(b))	Frequency <i>[Weekly], [Monthly], [Quarterly], [Annually]</i>
		<i>[Insert specific report details/requirements for the Services]</i>
8.	Meeting requirements (clause 15.3(c))	Frequency <i>[Weekly], [Monthly], [Quarterly], [Annually]</i>
		<i>[Insert specific meetings details/requirements for the Services]</i>
9.	Material and assistance (clauses 15.4 and 16)	<i>[Insert description, including any terms of use or restrictions.]</i>
Intellectual Property Rights		
10.	Third Party IPR (clause 17.2(d)(i))	<i>[Insert any Third Party IPR that will be used in the Services and any restrictions on use of the Third Party IPR.]</i>
11.	University Pre-existing IPR restrictions (clause 17.2(c))	<i>[Insert any additional restrictions on use of University Pre-existing IPR.]</i>

12.	Additional right of University (clause 17.1(b))	<i>[Insert any additional rights of use for the University in relation to the New IPR (i.e. IPR in the Contract Material that is not Pre-existing IPR or Third Party IPR). For example, a right for academic or research purposes.]</i>				
13.	Indemnity limitations (clause 22(c))	<i>[Insert any agreed limitations on the indemnity given by the University. If no indemnity applies state 'clause 10(c) does not apply'.]</i>				
Fees						
14.	Fee/s (AUD) (clause 20.1)	<p><i>[\$[insert] (excluding GST) to be paid [monthly / quarterly] in [advance / arrears]</i></p> <p>OR</p> <p><i>[insert the Milestone payments, which are to be paid by the Client on the University's achievement of each applicable Milestone Date.]</i></p>				
General						
15.	Confidential Information (clause 21.1)	Client				
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16.	Liability cap (clause 22(a)(i))	<i>[Insert liability cap amount.]</i>				

Operative provisions

1. Definitions

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

Agreement means this technical (consulting) services 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.

Commencement Date means the date on which this Agreement commences, as specified in item 3 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 13.6(a) or 13.6(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 item 15 of the Details Schedule; or
- (b) a party knows or ought to know is confidential, unless the parties have specified otherwise in item 15 of the Details Schedule,

and includes (as the Confidential Information of the Client) the Contract Material, 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 the other party's Confidential Information.

Conflict of Interest means any interest the University or Key Personnel have or any duty the University or Key Personnel owe to third parties that may reasonably be anticipated to conflict with or restrict the University or Key Personnel in performing the Services fairly and impartially.

Contract Material 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) that is delivered or required to be delivered to the Client by the University in performance of the Services, including any Contract Material specified in Schedule 1.

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 the schedule of details particular to this Agreement and is set out on the front cover of this Agreement.

End Date means the date this Agreement ends, as specified in item 4 of the Details Schedule.

Fees means the amounts payable by the Client in accordance with item 14 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 in item 6 of the Details Schedule. **Key Person** has a corresponding meaning.

Material means the material identified in item 9 of the Details Schedule.

Milestone means a key performance obligation for the University under the Agreement, as specified in Schedule 1.

Milestone Date means any fixed date to be met by the University in performing any of its obligations under this Agreement, as specified in Schedule 1.

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

New IPR means IPR in the Contract Material that is not Pre-existing IPR or Third Party IPR.

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

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

- (a) provided by one party to another party for use in the Services;
- (b) incorporated into the Contract Material; or
- (c) otherwise required in order for the other party to exercise their rights to the Contract Material under this Agreement.

Services means the services required to be provided by the University to the Client in accordance with this Agreement, as set out in item of the Details Schedule and described in Schedule 1.

Student means a student enrolled at the University.

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 are:

- (a) incorporated into the Contract Material; or
- (b) otherwise required in order for the Client to exercise their rights to the Contract Material under this Agreement.

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, but excludes Commercialisation or publication outside of the party and its Affiliates.

14. Precedence of documents

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:

- (a) clauses 1 to 25;
- (b) Details Schedule;
- (c) Schedule 1;
- (d) any annexures or attachments to Schedule 1; and
- (e) any documents incorporated by reference in this Agreement.

15. Services requirements

15.1 Term

The Agreement will begin on the Commencement Date and (unless terminated in accordance with clause 24) will continue until the End Date.

15.2 Scope

The University agrees to provide the Services to the Client.

15.3 University obligations

- (a) The University must, and must ensure its relevant Personnel:
 - (i) perform the Services in accordance with this Agreement and:
 - A. with professional care and skill; and
 - B. in accordance with all applicable laws; and
 - (ii) obtain and maintain all regulatory and ethical licences, consents and approvals necessary to carry out the Services, including as relevant for a Key Person's role.
- (b) The University must provide the Client with reports summarising the progress of the Services and a copy of all relevant Contract Material in accordance with the reporting requirements outlined in item 7 of the Details Schedule.
- (c) The University must ensure its relevant Personnel (including any Key Personnel) are available to meet with the Client to discuss the progress of the Services and status of the Contract Material in accordance with the frequency outlined in item 8 of the Details Schedule.
- (d) The University must not subcontract any part of the Services without first obtaining the written permission of the Client, which must not be withheld or delayed unreasonably.

15.4 Client obligations

- (a) Where applicable, the Client will provide the Materials and any assistance to the University for the purpose of providing the Services as set out in item 9 of the Details Schedule.
- (b) The Client will advise the University of any hazardous or otherwise dangerous components or properties of the Materials the Client should reasonably be aware of, and where applicable, instructions for safe use and operation of the Materials.
- (c) The Materials are intended solely for use in support of the University providing the Services and cannot be used for any other purpose. The University must comply with any restrictions on or terms for use of the Materials as set out in item 9 of the Details Schedule.

15.5 Achievement of Milestones

- (a) The University must deliver the Services so as to achieve the Milestones by the applicable Milestone Dates and meet all other timeframes as specified in this Agreement.
- (b) The University must provide written notice to the Client on achievement of each Milestone.
- (c) Where the University is unable to achieve a Milestone, it must provide notice to the Client as soon as possible after becoming aware, including setting out the expected delay and steps being implemented to mitigate the delay to the Milestone Date.
- (d) The University will not be responsible for any delay or failure to meet a Milestone if such failure or delay is due to delay or failure of the Client to provide the Materials or assistance in accordance with clause 15.4.

15.6 Key Personnel

- (a) The University must undertake the Services, including the part of the Services to which their particular expertise relates, with the active involvement of, and using the expertise of, the Key Personnel.

- (b) If:
- (i) a Key Person becomes unavailable to perform the Services; and
 - (ii) the University is unable to provide a replacement for the Key Person that is satisfactory to the Client (acting reasonably) within a reasonable time,
- the Client may terminate this Agreement for material default in accordance with clause 24(a).
-

16. Access to premises

- (a) The University will make available any premises (including agreed equipment at the premises) for the performance of Services that are identified in item 9 of the Details Schedule.
- (b) The University must, at all reasonable times, give the Client reasonable access to the premises where the Services are being provided and permit the Client to inspect the provision of the Services and any material in connection with the provision of the Services.
- (c) Each party will ensure that any Personnel of the other party that they permit to access their premises for the purposes of the Services 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 the other party.
- (d) Each party must ensure its Personnel comply with:
- (i) all reasonable directions given by the other 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.
-

17. Intellectual Property Rights

17.1 New IPR

- (a) All New IPR will vest in the Client on creation and the University hereby assigns and agrees to assign all such New IPR to the Client. The University must take all steps, execute all documents and do everything reasonably required by the Client to ensure that New IPR vests in the Client.
- (b) Except as set out in item 12 of the Details Schedule, the only right granted to the University to the New IPR is to Use such IPR for the sole purpose of and only to the extent necessary to provide the Services.
- (c) If the University terminates this Agreement in accordance with clause 24(a) where the material breach relied upon is or includes a failure of the Client to pay any Fee due under this Agreement, the Client must assign to the University its rights in any New IPR.

17.2 Licence rights for Pre-existing IPR and Third Party IPR

- (a) This Agreement does not affect the ownership of any IPR in:
- (i) any Pre-existing IPR;
 - (ii) any Third Party IPR; or
 - (iii) any other information, data, techniques, know-how, results, inventions, software, discoveries and materials, that are not Contract Material.
- (b) If the Contract Material includes University Pre-existing IPR, or Use of the Contract Material requires rights to University Pre-existing IPR, then the University must identify such Pre-existing IPR to the Client before providing the Contract Material.

- (c) Subject to any limitations specified in item 11 of the Details Schedule:
- (i) the University grants to the Client a royalty-free, world-wide, non-exclusive licence to Use any University Pre-existing IPR in or required to Use the Contract Material, but only for the sole purpose of and only to the extent necessary to exercise the Client's rights to the Contract Material; and
 - (ii) the Client grants to the University a royalty-free, world-wide, non-transferable, non-exclusive licence to Use the Client Pre-existing IPR for the sole purpose of and only to the extent necessary to provide the Services.
- (d) Unless otherwise agreed in item 10 in the Details Schedule:
- (i) the University must ensure the Contract Material does not include Third Party IPR, and that Use of the Contract Material does not require rights to Third Party IPR; and
 - (ii) the University grants or must procure for the Client (as required) all necessary rights to Third Party IPR on the same terms as for University Pre-existing IPR under clause 17.2(c)(i).

17.3 Intellectual Property Rights management

- (a) The parties acknowledge and agree that each party's Personnel:
- (i) may develop knowledge and skills while performing the Services that do not form part of the New IPR and do not constitute Confidential Information of the other party; and
 - (ii) may use such knowledge and skills for performing other projects.
- (b) This clause 17 survives termination or expiry of this Agreement.

17.4 Commercialisation of University Pre-existing IPR in the Contract Material

If the Client requires a further licence to University Pre-existing IPR in or required to Use the Contract Material, either in conjunction with or as part of Commercialising the IPR in the Contract Material, the University agrees to negotiate in good faith to agree the reasonable commercial terms of that licence.

18. Warranties

- (a) The University represents and warrants to the Client that:
- (i) the University's provision of the Services is not contrary to any obligation owed by the University to any other person;
 - (ii) the University has full power and authority to meet its obligations and grant the rights its grants to the Client regarding the Contract Material; and
 - (iii) there are no actual, potential or perceived Conflicts of Interest.
- (b) In performing this Agreement, the University must not (and must ensure its Personnel do not):
- (i) infringe any person's IPR; or
 - (ii) engage in any activity or obtain any interest which gives or is likely to give rise to a Conflict of Interest. The University will immediately notify the Client in writing of any event which gives or is likely to give rise to a Conflict of Interest and the Client may suspend performance of this Agreement until the Conflict of Interest (whether actual, potential or perceived) is resolved to the Client's reasonable satisfaction.
- (c) The Client represents and warrants to the University that the Client has full power and authority to enter into and perform its obligations under this Agreement, and to grant rights to the University in respect of the Pre-existing IPR of the Client.

19. Use of the party's name and acknowledgement

- (a) Except with a party's prior written consent, the other party must not use that party's name:
- (i) in a manner that suggests that the party endorses or is associated with the other party's business, products or services; or
 - (ii) in any publication or promotional material.

- (b) Except with a party's prior written consent, the other party must not use the party's logo or branding.

20. Financial contribution

20.1 Payment

- (a) The Client must pay the University the Fees in accordance with item 14 of the Details Schedule.
- (b) The Client must pay an invoice issued by the University for Fees that are due and payable within 20 Business Days after the date of the invoice. For GST purposes all invoices or receipts issued by the University are tax invoices.
- (c) Late payments may be subject to an additional charge at the discretion of the University, 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 the Client is more than 30 Business Days late paying an invoice:
- (i) the University may stop working on the Services (and will not be in breach of the University's obligations under this Agreement) until the date the outstanding amount is paid; and
 - (ii) the relevant Milestones will be amended to reflect the period the University stops work in accordance with this clause 20.1(d).

20.2 GST

- (a) In this clause 20.2, 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) The Fees payable under this Agreement are exclusive of GST.
- (c) If GST is payable by a supplier on any supply made under this Agreement:
- (i) 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
 - (ii) this amount will be paid in addition to, and at the same time, that the consideration for the supply is to be provided.

21. Information management

21.1 Confidential Information

- (a) Except as set out in this clause 21.1, for the period that Confidential Information is to remain confidential as set out in item 15 of the Details Schedule, 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, 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 rules of the security 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 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 21.1 if it is required to disclose the 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.
- (g) The obligations under this clause 21.1 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 item 15 of the Details Schedule.

21.2 Privacy

In performing this Agreement, both parties agree to comply with their respective obligations under any applicable laws protecting the privacy of individuals. To the extent that the Contract Materials include personal information, the parties will agree and comply with appropriate protocols for handling the Contract Materials, consistent with applicable laws and ethics approvals obtained.

22. Limitation of liability and indemnity

- (a) The aggregate liability of each party for loss suffered or incurred by the other party arising out of or in connection with this Agreement (including under an indemnity) however caused whether in tort (including negligence), contract, statute, equity or otherwise is, to the full extent permitted by law:
 - (i) subject to clause 22(b), limited to the amount specified in item 16 of the Details Schedule;
 - (ii) excluded for any loss of anticipated profits or savings, business interruption, loss of revenue or loss of goodwill; and
 - (iii) reduced proportionately to the extent that the acts or omissions of the other party have contributed to the loss.
- (b) Any limit on the liability of each party under clause 22(a)(i) does not apply in relation to liability (including under an indemnity) for:
 - (i) personal injury (including sickness and death);
 - (ii) an infringement of third party IPR;
 - (iii) a breach of any obligation of confidentiality; or
 - (iv) wilful default or fraud.

- (c) Except as set out in item 13 of the Details Schedule, the University indemnifies the Client and the Client's Personnel against losses reasonably sustained or incurred by any of them as a result of any claim made or threatened by a third party (including a subcontractor) in relation to any of the following:
- (i) a breach of this Agreement by the University, including any breach of the University's warranties in this Agreement;
 - (ii) any claim that any Services provided by University infringes the IPR of a third party; and
 - (iii) any negligent or deliberately wrongful act or omission, or breach of law, in relation to this Agreement.

23. Dispute resolution

- (a) Any dispute, controversy or claim arising out of or in connection with this Agreement, including its existence, breach, validity or termination (**Dispute**) must be dealt with in accordance with this clause 23. This clause does not prevent either party from seeking urgent injunctive or similar interim relief from a court of competent jurisdiction.
- (b) The party claiming that there is a Dispute must notify the other party in writing and give details of that Dispute.
- (c) On receipt of a notification under clause 23(b) the parties must arrange for their respective representatives to meet within 20 Business Days to attempt to resolve the Dispute in good faith.
- (d) If the Dispute is not resolved within 20 Business Days of receipt of the notification (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.
- (e) If the Dispute is not resolved within 30 Business Days of receipt of the notification, either party may initiate proceedings in a court of competent jurisdiction.

24. Termination

- (a) Either party may immediately terminate this Agreement by written notice to the other party if that other party:
 - (i) breaches a material term of this Agreement, where that breach is not capable of remedy; or
 - (ii) breaches a material term of this Agreement which is capable of remedy and has not been remedied within 20 Business Days' written notice to do so by the first party.
- (b) The Client may terminate this Agreement for convenience with 30 Business Days' written notice, subject to payment of:
 - (i) the amounts due under this Agreement on or before the effective date of termination; and
 - (ii) any reasonable costs (including any committed costs as at the date of termination that cannot reasonably be avoided) incurred by the University as a result of the termination (excluding profits).
- (c) The total of any payments made by a party under clause 24(b) must not exceed the Fees.
- (d) Upon termination or expiry of this Agreement:
 - (i) the Client's rights to IPR in the Contract Material continue in accordance with this Agreement;
 - (ii) the University must return or destroy any Material (unless required by law to be retained);
 - (iii) the University will (subject to payment of any outstanding Fees) be required to deliver to the Client copies of all Contract Material in its current state at the date of termination or expiry;

- (iv) if the Client has paid any of the Fees in advance, the University must refund any portion that was not required to have been paid by or at the time of termination or expiry; and
- (v) each party must destroy or return all Confidential Information of the other party (as directed by the other party), except to the extent that the University's Confidential Information is incorporated into or required for Use of the Contract Material in accordance with the rights granted to the Client under this Agreement. A party is also 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.

25. General

25.1 Notices

- (a) The parties' respective representatives for the receipt of notices are as set out in items 1 and 2 respectively of the Details Schedule, until changed by written notice.
- (b) A notice is 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.
- (c) 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 effected on the next Business Day in that place.

25.2 Counterparts

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

25.3 Governing law

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 of the Client set out in item 2 of the Details Schedule. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State or Territory.

25.4 Variation

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.

25.5 No assignment

The University must not assign or novate its rights and obligations under this Agreement unless it has the prior written consent of the Client.

25.6 Entire agreement

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

Schedule 1 - Services

1. Overview

[insert a description of the objectives and key requirements for the Services]

2. Services

	Description of deliverables, tasks and activities to be undertaken by the University (attach additional pages if required)	Due date / Delivery Date
1.		
2.		
3.		

3. Milestones and Contract Material

	Milestone	Contract Material	Milestone Date
1.	<i>[Describe the work that the University is required to do]</i>	<i>[Reports?</i> <i>Physical items?</i> <i>Is the University required to make improvements to the Client's Pre-existing IPR?]</i>	
2.			
3.			

Signing page

Signed as an agreement.

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

Signature of authorised
representative

Full name of authorised
representative

Date

Executed by **[Insert Client 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 Client
Name]**

Date

Signature of witness

Full name of witness

Signature of company
secretary/director

Full name of company
secretary/director who states that they
are a company secretary/director of
[Insert Client Name]

Date