

Master Collaborative Agreement

between

University of the Sunshine Coast

and

<name of organisation>



University of the
Sunshine Coast
Australia

<insert logo 1>

DRAFT ONLY

THIS MASTER COLLABORATIVE AGREEMENT is made the

day of

20XX

BETWEEN

UNIVERSITY OF THE SUNSHINE COAST

ABN 28 441 859 157

90 Sippy Downs Drive, Sippy Downs, Queensland

(UniSC)

AND

[Party]

[ABN]

[address]

(Collaborating Partner)

BACKGROUND

1. The Parties wish to cooperate with one another in connection with establishing a mutually beneficial relationship and in particular to develop and expand a framework of mutually beneficial programs, projects and activities which may include collaborative research projects, HDR/PhD student projects including student internships, capstone projects, training and development, contract research and other mutually beneficial opportunities as identified and agreed from time to time in accordance with this Master Collaborative Agreement (**Agreement**).
2. The Parties have agreed to enter into this Agreement to formally set out the rights and obligations of each Party in respect of the Research Projects and/or Placement Activities which the Parties agree to undertake in accordance with this Agreement.
3. The terms of this Agreement allow the Parties to contract for multiple Research Projects and/or Placement Activities through the execution of a Project Summary Sheet or Placement Schedule for each Research Project or Placement Activity (as the case may be) without having to re-negotiate the basic terms and conditions contained herein.
4. The Parties acknowledge that for certain other initiatives, not being Research Projects or Placement Activities as described in this Agreement, separate agreements may be required to properly document these specific initiatives.

OPERATIVE CLAUSES

1. Term

- 1.1. This Agreement begins on the date the Agreement is countersigned (**Start Date**).
- 1.2. This Agreement ends three (3) years from the Start Date unless otherwise terminated in accordance with clause 17 (**End Date**).

2. Research Projects

- 2.1. The Parties must record the details of each proposed Research Project initiated under this Agreement by completing and signing a Project Summary Sheet, a copy of which is set out at Schedule 2 of this Agreement. The Parties reserve the right to amend, modify or otherwise alter the Project Summary Sheet as required from time to time.
- 2.2. The Project Summary Sheet must:
 - (a) set out in sufficient detail the terms of the Research Project; and
 - (b) be completed and signed by the Parties prior to the commencement of the Research Project.
- 2.3. The Parties may complete and sign multiple Project Summary Sheets and collaborate on concurrent and successive Research Projects under this Agreement.
- 2.4. The Parties agree to:
 - (a) start each Research Project on the applicable Project Start Date; and
 - (b) use reasonable endeavours to complete each Research Project on or near the applicable Project Completion Date.
- 2.5. For the avoidance of doubt, where a Project Completion Date is later than the End Date and provided neither the Project nor this Agreement have been terminated by either the Parties, the terms of this Agreement shall continue to apply to that Research Project as if the Project Completion Date and the End Date coincided.
- 2.6. The completion of a specific Research Project under this Agreement will not:
 - (a) affect the enforceability of any obligations or rights of a Party in relation to other Research Projects commenced under this Agreement; or
 - (b) relieve the Parties of their obligations regarding other Projects commenced under this Agreement and the Parties must continue to conduct other Research Projects and perform the terms of this Agreement accordingly.
- 2.7. The Parties must carry out each Research Project:
 - (a) in accordance with this Agreement and the relevant Project Summary Sheet;
 - (b) subject to clause 2.9, using Key Personnel specified in the Project Summary Sheet (if specified); and
 - (c) in compliance with all applicable standards, awards, laws and regulations.

-
- 2.8. The Parties acknowledge that research work is of its nature uncertain and that particular Intellectual Property, outcomes or Results from the Research Project cannot be guaranteed. Accordingly, each Party makes no undertaking or representation that the Project will lead to any particular Intellectual Property, outcome or Result.
- 2.9. Each Party:
- (a) agrees that, where specified in a Project Summary Sheet, it will make its Key Personnel available for the conduct of the Research Project;
 - (b) must notify the other Party if any of its Key Personnel become unable to perform the Research Project; and
 - (c) must use reasonable endeavours to replace its Key Personnel with other suitable personnel acceptable to the other Party. If no acceptable replacement is available or the Parties cannot agree on an acceptable replacement within 30 days after notification under clause 2.9(b), either Party may terminate the relevant Research Project with immediate effect by notice to the other Party.
- 2.10. If a Research Project requires ethical approval UniSC must use reasonable endeavours to obtain that approval. If the required approval(s) are not obtained within a reasonable time (or at all), either Party may terminate that Research Project.
- 2.11. To the extent that the Parties agree that a Research Project would benefit from the participation of a third party, the Parties may amend the Project Summary Sheet to cater for the addition of such third party (including to ensure that third party is bound to comply with the provisions of this Agreement as may be relevant).
- 2.12. A Party may terminate a Research Project by giving the other Party ninety (90) days prior written notice (unless the Parties agree to a shorter notice period) and the provisions of clause 17.2 shall apply to that Research Project (*mutatis mutandis*).

3. Research Project Contributions

- 3.1. Each Party must provide its Contributions to the relevant Research Project in the manner specified in the applicable Project Summary Sheet. The Contributions shall be used solely for the purposes of the Project except that any consumables, equipment or other assets procured or created by UniSC during the term that are still held by or on behalf of UniSC at the End Date may be used for ongoing research, teaching and engagement purposes at UniSC's discretion.
- 3.2. Unless specified otherwise, all monetary amounts expressed in this Agreement are in Australian Dollars and are exclusive of GST.
- 3.3. All cash Contributions are subject to provision of a valid tax invoice from the Party receiving that Contribution. A Party must pay to the other Party the amount specified on a Tax Invoice issued within 30 days after the Tax Invoice is issued.
- 3.4. If any supply under this Agreement is a Taxable Supply, the Party making the supply may, in addition to any payment for the supply, recover the amount of the GST applicable to the supply.

-
- 3.5. Any amount of GST payable for a supply will be payable at the same time as the payment for the supply to which it relates.

4. Placement Activities

Overview

- 4.1. UniSC wishes to arrange placements for students enrolled in a course offered by UniSC (**Students**) to receive work integrated learning in the Discipline described in Item 2 of the Placement Schedule (**Discipline**) as part of the Program and Course described in Item 3 of the Placement Schedule (**Program**).
- 4.2. The Collaborating Partner has agreed to provide a placement for the Students upon the terms set out in this Agreement.
- 4.3. The Students will attend the Collaborating Partner's workplace (details of which are described in item 6 of the Placement Schedule) to undertake work integrated learning from involvement in the professional activities of the Collaborating Partner under the supervision of the Collaborating Partner's employees and officers, at such time and on such days or for such events as will be agreed between UniSC and the Collaborating Partner (**Placement**).
- 4.4. The Parties acknowledge and agree that the Students participating in the Placement will not receive any payment or other form of remuneration for any work done during the course of the Placement.

Responsibilities of UniSC

- 4.5. UniSC will select the Students to participate in the Placement.
- 4.6. UniSC will nominate a person (**University Liaison Officer**) to liaise with the Collaborating Partner about details of the Placement including activities to be undertaken by the Students during the Placement and assessment of the Students' performance. Details of the initial University Liaison Officer are set out in item 7 of the Placement Schedule.
- 4.7. UniSC will take all reasonable endeavours to ensure the Students participating in the Placement comply with:
- (a) UniSC's Placement Code of Conduct;
 - (b) any guidelines, policies or procedures of the Collaborating Partner notified to UniSC and the Students; and
 - (c) all reasonable and lawful directions given to the Students by the Collaborating Partner's employees and officers.
- 4.8. UniSC will, where required by any applicable law, use all reasonable endeavours to ensure that the Students:
- (a) have or obtain any necessary licences, approvals or registrations necessary for the Placement; and
 - (b) satisfy any health-related prerequisites specified by the Collaborating Partner in respect to the Placement.

-
- 4.9. UniSC will, if required by the Collaborating Partner, facilitate a criminal history record check of the Students selected by UniSC to participate in the Placement.
- 4.10. UniSC will, by not later than 14 days prior to the commencement of the Placement, provide all necessary information regarding the conduct of the Placement to the Collaborating Partner, including (but not limited to):
- (a) the names of the Students selected to participate in the Placement; and
 - (b) the dates for the conduct of the Placement by reference to particular Students.

Responsibilities of the Collaborating Partner

- 4.11. The Collaborating Partner will provide work integrated learning to the Students selected by UniSC at the times, on the days and for such events as agreed between the Parties in accordance with this Agreement. The Collaborating Partner will also use all reasonable endeavours to provide to Students a variety of opportunities for work and professional experience consistent with the objectives of the Placement, and the resources or equipment reasonably required by the Student to perform the duties assigned to the Student during the Placement.
- 4.12. The Collaborating Partner will nominate a person (**Collaborating Partner Liaison Officer**) to liaise with the University Liaison Officer in relation to the Placement. Details of the initial Collaborating Partner Liaison Officer are set out in item 8 of the Placement Schedule.
- 4.13. The Collaborating Partner will:
- (a) provide the Students with an induction about relevant workplace policies, including workplace health and safety, and confidentiality, to orientate the Students in the Collaborating Partner's workplace;
 - (b) provide the Students with an appropriate work integrated learning experience including providing appropriately qualified staff who will instruct, direct and assist the Students, be responsible for the day to day supervision of the Students and evaluate each Student's performance in the Placement;
 - (c) comply with all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State or local authority and in particular ensure that the workplace, systems of work and any equipment used by the Students during the Placement, comply with the workplace health and safety legislation (including the *Work Health and Safety Act 2011* (Qld) and the *Anti-Discrimination Act 1991* (Qld)) in force and as amended from time to time;
 - (d) ensure a system for the risk management is in place that includes the identification of hazards, the assessment and control of risks (e.g. hazard inspection, risk assessments, safety is included in staff discussions/meetings), including a system for reporting, recording and investigation of accidents/incidents and appropriate personal protective equipment for the Students; and

-
- (e) to the extent appropriate, involve the Students in clinical activities provided that the Collaborating Partner remains solely responsible for the care provided to patients and clients.
- 4.14. The Collaborating Partner Liaison Officer will inform the University Liaison Officer as soon as reasonably practicable about any accident or incident giving rise to concern involving a Student in the course of the Placement.
- 4.15. If a Student reports an incident or if there is a safety breach by the Collaborating Partner related to the Placement, the Collaborating Partner will notify UniSC and, where requested by UniSC, provide a copy of any report, recording or investigation and advise UniSC of the outcome of any incident or investigation.
- 4.16. The Collaborating Partner will complete an evaluation, in the form agreed with UniSC, of each Student's performance during the placement and provide UniSC with a copy of that evaluation.

Issues Affecting Continuation of Placement

- 4.17. As a general rule, should any impediment, problems or concerns arise, at any stage before or during the Placement with respect to or concerning the Placement, the relevant Party must notify the other Party without delay so as to attempt in good faith to resolve any such problems expediently. Without limiting the application of this Clause, in circumstances where the specific nature of the Placement may see a Party incur additional or unexpected costs, the Parties shall liaise in good faith to agree the reasonable allocation of such costs.
- 4.18. In addition to UniSC's Placement Code of Conduct, Students will be subject to the lawful policies and procedures, and reasonable direction of the Collaborating Partner while at the Collaborating Partner's workplace.
- 4.19. In the event of any breach by a Student of a rule, regulation or policy of the Collaborating Partner, or of UniSC's Placement Code of Conduct, the Collaborating Partner will inform the University Liaison Officer as soon as possible of the details of the breach.
- 4.20. If the Collaborating Partner considers on reasonable grounds that any conduct of a Student at its workplace is sufficiently serious or that the Student is not suitable to undertake or to continue the placement, the Collaborating Partner will give notice of the conduct to the University Liaison Officer and may request that the Student be excluded from the Collaborating Partner's workplace, either temporarily or indefinitely.
- 4.21. Upon receipt of a notification pursuant to clause 4.20:
- (a) UniSC will direct the Student not return to the Collaborating Partner's workplace until otherwise advised; and
 - (b) UniSC may make such further determinations as may relate to the ability of the Student to continue the Program.
- 4.22. Notwithstanding the suspension or termination of the Placement for a particular Student, the Collaborating Partner will provide UniSC an evaluation of the Student's performance as stipulated in clause 4.16.

5. General obligations

5.1. Each Party must:

- (a) perform its obligations under this Agreement and as identified in the relevant Project Summary Sheet or Placement Schedule (as the case may be);
- (b) co-operate with the other Party and provide all other assistance, Material, equipment, facilities, resources as may be reasonably necessary to perform the Research Project or the Placement Activity (as the case may be); and
- (c) if required, ensure that it and its employees and the employees of its subcontractors (if any) comply with the other Party's usual staff, safety and security practices and policies while attending that Party's premises, as notified by that Party or as might reasonably be inferred from the use of the premises.

5.2. The Parties recognise that separate agreements may be required to properly document certain initiatives that may not be Research Projects or Placement Activities (as defined in this Agreement) but which the Parties agree are to be implemented as part of developing closer ties. The Parties agree to negotiate in good faith in relation to the terms and conditions of any agreement(s) which may be required to support such initiatives.

6. Governance

6.1. As soon as reasonably practicable after the Start Date, the Parties must establish a Management Committee comprising two (2) nominees from each Party.

6.2. The Parties agree to appoint an appropriate member of the Management Committee to chair the Management Committee.

6.3. The Management Committee will have general oversight of the conduct of the Research Projects and Placement Activities.

6.4. The Management Committee may deem it necessary for certain Research Projects to be overseen by a Project Steering Committee. The appointment of a Project Steering Committee for an individual Research Project shall be at the Management Committee's discretion.

6.5. The following matters may be considered at the first meeting of the Management Committee:

- (a) frequency and format of meetings to discuss the progress of the Research Projects and Placement Activities;
- (b) obligations to take and keep minutes of meetings; and
- (c) protocols for making decisions in relation to the conduct of the Research Projects and Placement Activities.

6.6. The Management Committee may make decisions and take action as required under this Agreement to carry out the Research Projects and Placement Activities. The decision of a majority of the members of the Management Committee will be binding. In the event of an even number of votes, the chair will have the deciding vote.

6.7. For the avoidance of doubt, the Management Committee does not have the authority to vary this Agreement, including matters relating to:

- (a) the Contributions; and
- (b) content or scope of the Research Project; or
- (c) the specifics of an agreed Placement.

7. Background IP

Project Research

- 7.1. Each Party shall make available such Background IP as may be reasonably required to assist in the undertaking of a Research Project in accordance with clause 7.3. The Project Summary Sheet for a Research Project may specify any restrictions that may apply on the use of the Background IP.
- 7.2. Each Party warrants to the other Party that:
- (a) to its actual knowledge or belief, without the need to make additional enquiries, conduct searches or seek legal or patent opinion, it is the owner of, or is otherwise entitled to provide, the Background IP that it makes available for the Research Project;
 - (b) except to the extent notified to the other Party in writing at the time of offering such Background IP, that Party has not entered any agreement regarding, or otherwise dealt with, that Background IP that is inconsistent with the rights granted to the other Party under this clause 7; and
 - (c) it will not enter any agreement in relation to or otherwise deal with that Background IP in a manner that restricts the exercise of the rights granted to the other Party under this clause 7.
- 7.3. Other than as set out in this clause 7, neither Party provides any warranty or representation in relation to the use, accuracy, viability or quality of the Background IP and each Party acknowledges and agrees that all use of the Background IP shall be at their own risk.
- 7.4. Subject to any restrictions placed on the use of the Background IP in accordance with clause 7.1, each Party grants to the other Party an irrevocable, non-exclusive, royalty-free, worldwide licence to use that Party's Background IP made available to a Research Project during the term of that Project solely for the purposes of carrying out the Research Project. For the avoidance of doubt, the licence in this clause does not include the right to Commercialise the Background IP.
- 7.5. Subject to the rights granted in this clause 7, the Parties acknowledge that:
- (a) a Party retains the right to control and use its Background IP;
 - (b) ownership of the Background IP does not change; and
 - (c) the owner of the Background IP may continue to use its Background IP freely, provided that the use is not inconsistent with the terms of this Agreement.

-
- 7.6. The Parties agree that they will give each other prompt notice of any infringement of Background IP which comes to their attention and provide all assistance reasonably requested by a Party to protect that Party's Background IP, at the requesting Party's expense.
 - 7.7. Except as expressly provided in this Agreement or in a Project Summary Sheet, a Party's right to use Background IP provided by another Party shall cease on the End Date or the earlier termination of the Project to which the Background IP applies or this Agreement.

Placement Activities

- 7.8. The Parties acknowledge and agree that any intellectual property created by a Student whilst participating in the Placement will remain the property of the Student unless otherwise agreed between the Collaborating Partner and the Student.
- 7.9. The Collaborating Partner acknowledges and agrees that any documentation belonging to UniSC in relation to the Placement or its conduct (student manual, assessment forms) remains the property of UniSC and will not be copied and/or distributed without the prior written consent of the UniSC.
- 7.10. UniSC acknowledges that any documentation belonging to the Collaborating Partner in relation to the Placement or its conduct (induction and training materials) remains the property of the Collaborating Partner and will not be copied and/or distributed without the prior written consent of the Collaborating Partner.

8. Project IP

- 8.1. The Parties agree that:
 - (a) ownership of Project IP for a particular Research Project will be as set out in the Project Summary Sheet for that Research Project including any special conditions which may be set out in regard to that Project IP; and
 - (b) it will do all things reasonably required to ensure the ownership of the Project IP is vested or assigned as set out in the Project Summary Sheet and is not otherwise encumbered or assigned other than in accordance with the Project Summary Sheet.
- 8.2. Subject to the terms of the Project Summary Sheet for a particular Research Project, each Party may use the Project IP for their own, internal non-commercial research, teaching and engagement purposes. To the extent required, each Party grants each other Party a non-exclusive, non-transferable, royalty-free, perpetual licence to use, modify and adapt:
 - (a) the Project IP; and
 - (b) any of its Background IP on which the Project IP is reliant,

for such a purpose during the term of the relevant Research Project. The Parties agree that for the purposes of the above licence, UniSC may sub-licence the Project IP to any student of UniSC for the purpose of the student participating in the Research Project and in respect to the student creating their thesis provided that the student is bound to the equivalent obligations of confidentiality and publication as set out in this Agreement.

- 8.3. The Parties agree that for the purposes of the above licence, UniSC may sub-licence the Project IP to any student of UniSC for the purpose of the student participating in the Project and in

respect to the student creating their thesis (or any other work required for assessment purposes) provided that the student is bound to the equivalent obligations of confidentiality and publication as set out in this Agreement.

8.4 The provisions of this clause 8 shall survive termination or expiration of this Agreement.

9. Protection of Project IP and Commercialisation

9.1. The Parties agree that the Party designated in the Project Summary Sheet will be the party responsible (**Responsible Party**) for protecting the Project IP and Commercialising it for individual Research Projects arising out of this Agreement and as listed in the relevant Project Summary Sheet.

9.2. The Parties must do all things reasonably necessary to enable the Responsible Party, on behalf of the other Party, to:

(a) protect all Results and exercise Intellectual Property Rights, both in Australia and elsewhere; and

(b) enforce the Project IP,

including complying with this clause.

9.3. If the Parties agree that any part of the Results requires registration or other formal step for the protection of Intellectual Property Rights, either in Australia or elsewhere, the Parties must do all things reasonably necessary to enable the Responsible Party, in the names of and on behalf of both Parties, to apply for registration or other protection of that part of the Results.

9.4. Subject to the Parties' rights under clauses 8.3, the rights and obligations of the Parties in relation to any Commercialisation of the Project IP will be separately negotiated and agreed by the Parties, provided that any such agreement is on reasonable commercial terms and acknowledges:

(a) each Party's contribution to the:

I. creation of the Project IP, including the Contributions of a Party and unreimbursed in-kind contributions to the Project; and

II. costs directly incurred in relation to the creation and maintenance of the Project IP;

(b) the strength of the relevant Project IP; and

(c) available industry benchmarks for the licensing or commercialisation of similar technology at the equivalent stage of development.

9.5. If a Party's Background IP is required for the Commercialisation of the Project IP, that Party will negotiate in good faith the granting of a licence, on such terms as may reasonably be agreed by the Parties subject to any restrictions on its use specified or notified in accordance with clause 7.1.

10. Confidentiality and privacy

10.1. Each Party:

- (a) may use Confidential Information of the other Party solely for the purposes of this Agreement;
- (b) except as permitted under clause 10.1(c), must keep confidential all Confidential Information of the other Party; and
- (c) may disclose Confidential Information of another Party only to its employees, students, professional advisers and contractors who:
 - I. are aware and agree that the Confidential Information of that other Party must be kept confidential; and
 - II. either have a need to know (and only to the extent that each has a need to know) or have been specifically approved by that other Party.

10.2. If a Party wants to disclose the other Party's Confidential Information to a person other than that other Party, its employees, students, professional advisers or contractors (**Third Person**), that Party must require the Third Person to enter a confidentiality agreement in regard to that Confidential Information.

10.3. In carrying out a Research Project or Placement Activities, each Party must comply with applicable state and federal privacy laws (including the *Information Privacy Act 2009* (Qld) and the *Privacy Act 1988* (Cth) and the associated Privacy Principles as applicable).

11. Publications

11.1. A Party (**Publishing Party**) must give notice of any proposed Publication to the other Party at least 30 days before forwarding to any person not bound by the confidentiality obligations set out in clause 10.

11.2. Acting reasonably, the non-publishing Party may, within that 30-day period do any one or more of the following:

- (a) provide comments on the proposed Publication to the Publishing Party, which that Party must consider but is not obliged to follow;
- (b) require the Publishing Party to delay Publication for no more than 90 days to allow the non-publishing Party to file Intellectual Property applications or take other measures to preserve its proprietary rights; or
- (c) require the Publishing Party to remove specified Confidential Information of the non-publishing Party (other than the Results) from the Publication.

11.3. If the Publishing Party has not received any comments from the non-publishing Party on the proposed Publication within 30 days of giving notice to under clause 11.1, the Publishing Party may make the Publication.

11.4. The Parties agree that authorship of a Publication will be determined in accordance with the Australian Code for the Responsible Conduct of Research as amended from time to time.

11.5. As appropriate, each Party shall properly acknowledge the contribution of the other Party to the Research Project in all Publications.

12. Student involvement in Research Projects

12.1. If UniSC has enrolled students that are involved in a Research Project then UniSC agrees that:

- (a) UniSC must ensure those students comply with clause 10 and clause 11;
- (b) UniSC must ensure that Project IP developed by the student is owned in accordance with clause 8 provided that the student will own the copyright in their thesis (or any other work required for assessment purposes);
- (c) UniSC will enter into an agreement with any examiner if requested; and
- (d) UniSC will place an embargo of up to 18 months on the publication of the student's thesis (or any other work required for assessment purposes) if requested under clause 12.2 (a).

12.2 The Collaborating Partner agrees that:

- (a) the only restrictions on publishing a student's thesis (or any other work required for assessment purposes) will be those reasonably necessary to protect Confidential Information, Background IP or Project IP, which may include requiring that the student comply with clause 11 in relation to publication of their thesis (or any other work required for assessment purposes) or requesting an embargo on the publication of the student's thesis (or any other work required for assessment purposes) or part thereof for a maximum period of 18 months; and
- (b) it will not inhibit the right of a student to have their thesis (or any other work required for assessment purposes) examined.

13. Liability

13.1. Subject to the terms of this Agreement, including clause 13.4, each Party is liable for its acts and omissions in relation to the conduct of a Research Project or Placement Activities.

13.2. Each Party (**First Party**) agrees to exclude:

- (a) from this Agreement all conditions, warranties and terms implied by statute, general law or custom, except those that cannot be excluded in law (**non-excludable conditions**), such as certain guarantees under Australian Consumer Law within the *Competition and Consumer Act 2010 (Cth)*; and
- (b) all liability to the other Party in contract for consequential or indirect damages suffered by a Party, lost profit, loss of anticipated savings or business or goodwill, claims by any third parties or costs and expenses associated with or incidental to any of the preceding examples, arising out of, or in connection with, a Research Project, Placement Activities and this Agreement even if:
 - I. the First Party knew they were possible; or
 - II. they were otherwise foreseeable.

-
- 13.3. A Party's total liability to the other Party for breach of a non-excludable condition, is limited, at that Party's option to any one of:
- (a) supplying, replacing or repairing the goods;
 - (b) paying the cost of supplying, repairing, or replacing the goods;
 - (c) supplying again; or
 - (d) paying the cost of supplying again, the services in respect of which the breach occurred.
- 13.4. No Party shall be liable for the consequential or indirect loss or damage incurred by another Party in the course of a Research Project or Placement Activities.
- 13.5. A Party's liability under this Agreement is reduced to the extent that any damage, liability, loss or cost arises from or is attributable to any act or omission of the other Party, their employees, agents or contractors.

14. Insurance

- 14.1. Each Party must maintain such insurances as are reasonably prudent relation to any liability which it may incur in conducting a Research Project or Placement Activities or performing its obligations under this Agreement.
- 14.2. On request, a Party must provide evidence to the other Party of the terms and currency of those insurance policies.

15. Use of Name and Logo and Announcements

- 15.1. Neither Party may use the name or logo or any variation of the name or logo of another Party, in any publicity, advertising, or news release without the prior written approval of an authorised representative of the other Party.
- 15.2. Neither Party may make any public announcement in relation to this Agreement or a Project without the prior written approval of the other Party.

16. Dispute resolution

- 16.1. Neither Party may start arbitration, tribunal or court proceedings (except proceedings seeking interlocutory relief) in respect of a Dispute unless it has first complied with this clause 16.
- 16.2. A Party claiming that a Dispute has arisen must notify the other Party in writing and include in the notice (**Notice of Dispute**) sufficient details to enable that Party to understand the nature and extent of the dispute.
- 16.3. Within seven (7) days after a Notice of Dispute is given under clause 16.2 each Party must nominate in writing to the other Party a person of sufficient seniority authorised to settle the Dispute on its behalf.
- 16.4. During the 30-day period after a Notice of Dispute is given under clause 16.2 (or if the Parties agree a longer period, that longer period) each Party's nominee must undertake good faith negotiations to resolve the Dispute.

16.5. If a Dispute is still not resolved within 30 days after the Notice of Dispute is given under clause 16.2 (or if the Parties agree a longer period, that longer period), the Parties must mediate the Dispute in accordance with the Mediation Rules of the Resolution Institute, and the Chair of the Resolution Institute or the Chair's nominee will select the mediator and determine the mediator's remuneration. The Parties shall equally share the costs of the mediator.

16.6. Nothing in this clause affects a Party's rights to terminate this Agreement.

17. Termination

17.1 If:

- (a) a Party ceases to carry on business; or
- (b) a Party disposes of part or all of its assets, operations or business other than in the normal course of business; or
- (c) an Insolvency Event happens to a Party (whether or not notified),

then the other Party may terminate this Agreement and all the then current Projects with immediate effect by giving written notice to the insolvent Party.

17.2 If:

- (a) a Party breaches any material term of this Agreement not capable of remedy; or
- (b) a Party breaches any material term of this Agreement capable of remedy and fails to remedy the breach within 30 days after receiving notice requiring it to do so;

then the other Party may terminate this Agreement (and such Research Projects and Placement Activities as may be impacted by the default) with immediate effect by giving written notice to the defaulting Party.

18. Effect of termination

18.1. Termination of this Agreement for any reason will be without prejudice to the continuing enforceability of any rights or obligations of the Parties accrued at the time of termination.

18.2. On termination of this Agreement and in regard to a Research Project which has also been terminated:

- (a) a Party is not obliged to pay any outstanding amount of its cash Contributions except to the extent that those monies have been legally committed for expenditure by another Party in accordance with this Agreement and payable by that Party as a current liability (written evidence of which will be required) by the date of termination of this Agreement;
- (b) a Party will be entitled to recover from the other Party any part of its cash Contribution which:
 - I. has not been committed for expenditure by that Party in accordance with this Agreement; or

-
- II. has not been expended by that Party in accordance with the terms and conditions of this Agreement; and
 - (c) if requested by a Party (**Requesting Party**), the other Party must return to the Requesting Party:
 - I. subject to clause 3.1, all Existing Material of the Requesting Party in the other Party's possession or control; and
 - II. subject to any prevailing laws which may require retention of documents by that Party (such as the *Public Records Act 2002 (Qld)*), all Confidential Information of the Requesting Party in material form (including those parts of all notes or records of the other Party containing Confidential Information of the Requesting Party) in the other Party's possession or control.

18.3. Clauses 7 to 15 and this clause 18 and all clauses required to give them effect survive termination of this Agreement.

19. Notices

19.1. Notices served pursuant to this Agreement shall be deemed to have been received three (3) Business Days (for postage within Australia) and seven (7) Business Days (for postage outside Australia) following the date of postage by pre-paid mail where addressed to the Party at the address indicated in Schedule 1.

20. Force Majeure Event

20.1. If a Party is partially or wholly precluded from complying with its obligations under this Agreement or in relation to a Project by a Force Majeure Event affecting that Party, then that Party's obligation to perform in accordance with this Agreement will be suspended for the duration of the delay arising out of the Force Majeure Event.

20.2. As soon as possible after a Force Majeure Event arises, the affected Party must, if it has not already done so, notify the other Party of the:

- (a) Force Majeure Event;
- (b) extent to which the affected Party is unable to perform its obligations under this Agreement or the Project; and
- (c) likely duration of the affected Party's inability to perform.

20.3. If the Force Majeure Event affecting a Party is likely to or does continue for 60 days or more, the other Party may terminate this Agreement or a Research Project or Placement Activity, if the Force Majeure Event relates only to that Research Project or Placement Activity (as the case may be), within immediate effect by giving the affected Party written notice.

21. Waiver

21.1. A Party's consent to waive a right or entitlement under this Agreement is only effective if that Party provides prior written notice of that waiver to the Party seeking the benefit of the waiver.

-
- 21.2. Waiver by a Party of anything that the other Party must do under this Agreement is not a waiver of any other right or entitlement under this Agreement.
- 21.3. A failure or delay in exercising a right arising from a breach of this Agreement is not a waiver of that right.

22. Foreign Relations Act

- 22.1. The Parties acknowledge and agree that UniSC is a “State/Territory entity” pursuant to Australia’s *Foreign Relations (State and Territory Arrangements) Act 2020* (Cth) (**Foreign Relations Act**).
- 22.2. If this Agreement, or any arrangement contemplated by this Agreement, is a “foreign arrangement” or “subsidiary arrangement” (**Foreign Arrangement**) under the Foreign Relations Act, then notwithstanding any other provision of this Agreement:
- (a) this Agreement is made subject to the Foreign Relations Act;
 - (b) the Parties agree to cooperate in good faith to do all things reasonably necessary to give effect to any declarations made under the Foreign Relations Act and any such actions as may be taken by UniSC;
 - (c) in particular, UniSC is entitled, acting in good faith, to take all actions reasonably necessary to ensure its compliance with the Foreign Relations Act, including:
 - (i) notifying the relevant Minister that UniSC proposes to enter into, or has entered into, the Foreign Arrangement and disclosing details of the Foreign Arrangement to the Minister; and
 - (ii) complying with, and taking all necessary steps to give effect to, any declarations made by the relevant Minister regarding the Foreign Arrangement (including any requirement that UniSC discloses, terminates or ceases to perform all or part of this Agreement, to the extent specified in a declaration or required to ensure compliance with a declaration),and UniSC will not be in breach of this Agreement and will not incur any liability to the other Party, or any third party claiming through it, in relation to any such actions and the other Party releases and discharges UniSC from any claims and liability relating to such actions or otherwise arising by virtue of the operation of the Foreign Relations Act.
- 22.3. The Collaborating Partner represents and warrants to UniSC that any information provided by it to UniSC in response to an enquiry from UniSC from time to time (whether before, on or after the date of this Agreement) as to whether that Party may be considered a “foreign entity” under the Foreign Relations Act, is true, accurate and complete.

23. General

- 23.1. This Agreement may only be varied in writing, signed by the Parties.
- 23.2. A Party must not assign its rights or obligations under this Agreement without the prior written consent of the other Party. UniSC may subcontract its obligations under this Agreement or a Project in its discretion from time to time.

-
- 23.3. This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes any previous agreement of the Parties, or any other communication or representation made, in relation to its subject matter.
- 23.4. If a provision of this Agreement is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of this Agreement. All other provisions of this Agreement remain in full force and effect.
- 23.5. Nothing in this Agreement creates a relationship of employer and employee, principal and agent, or partnership between the Parties. A Party has no authority to act for the other Party or to create or assume a responsibility for an obligation of the other Party.
- 23.6. A Party may execute this Agreement by signing a counterpart. All counterparts constitute one document, when taken together.
- 23.7. Each Party must:
- (a) do or cause to be done all acts and things necessary or desirable to give effect to; and
 - (b) refrain from doing all acts and things that could hinder performance by the other Party of,
- this Agreement.
- 23.8. This Agreement is governed by and must be construed in accordance with the laws of Queensland. Each Party:
- (a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and all courts that have jurisdiction to hear appeals from them; and
 - (b) waives any right to object to proceedings being brought in those courts for any reason.
- 23.9 Each Party warrants that they have full power and authority under their enabling legislation (if applicable) and have taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow them to enter into this Agreement and to carry out the Research Projects and the Placement Activities.

24. Definitions and Interpretation

- 24.1. In this Agreement:

Agreement means this document and all annexures, attachments and schedules (including any additional special conditions) incorporated by reference;

Background IP of a Party means any Intellectual Property created prior to the commencement of a Research Project or independently of a Research Project, and which a Party contributes for the purpose of carrying out the Research Project, including for the avoidance of doubt, the Intellectual Property Rights in that Party's Existing Material;

Chief Investigator means the person named as Chief Investigator for the Research Project and includes any replacement person or persons approved by the Parties under clause 2.10(c);

Commercialise, in relation to Project IP, means to manufacture, sell, hire or otherwise exploit the Results or a Product or process, or to provide a service, incorporating the Results, or to license Project IP to any third party to do any of those things;

Completion Date means the scheduled completion date for the Research Project specified in the Project Summary Sheet;

Confidential Information means all know how, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets, formulae, graphs, drawings, designs, biological materials, samples, devices, models and other materials of whatever description which a Party claims is confidential to itself and over which it has full control and includes all other such information that may be in the possession of a Party's employees or management. Information is not confidential if:

- (a) it is or becomes part of the public domain unless it came into the public domain by a breach of confidentiality;
- (b) it is obtained lawfully from a third party without any breach of confidentiality;
- (c) it is already known by the recipient Party (as shown by its written record) before the date of disclosure to it;
- (d) it is independently developed by an employee of the recipient Party who has no knowledge of the disclosure under this Agreement;
- (e) it is required to be disclosed by a court, rule or governmental law or regulation, or the rules of any stock exchange, provided that the Party making the disclosure provides prompt notice to the other Party of any such requirement; or
- (f) it is required to be disclosed pursuant to this Agreement.

Contributions of a Party means the total contribution by that Party to the Research Project in cash and in-kind including as set out in the Project Summary Sheet (excluding Intellectual Property, unless specified otherwise in the Project Summary Sheet) and measured, as the context permits, as a percentage of the total of all such contributions by the Parties;

Deliverables means the deliverables to be supplied by a Party as specified in the Research Project Summary Sheet:

Dispute means a dispute arising out of or relating to this Agreement including a dispute about the breach, termination, validity, or subject matter of this Agreement, or a claim in equity or in tort relating to the performance or non-performance of this Agreement;

Existing Material of a Party means all Material:

- (a) in existence prior to the commencement of this Agreement; or
- (b) independently developed by any person outside the **Research** Project or this Agreement,

that is made available by a Party for the purposes of this Agreement;

Force Majeure Event affecting a Party means a circumstance beyond the reasonable control of that Party causing that Party to be unable to observe or perform on time an obligation (other than an obligation relating to payment) under this Agreement, including:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster, including health pandemics and epidemics; and
- (b) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, revolution and acts of war and war, general strikes, embargo and power, water or other utility shortage;

GST has the same meaning as in the GST Law;

GST Exclusive Value has the same meaning as in the GST Law;

GST Law has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time;

An **Insolvency Event** occurs in respect to a Party if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- (b) it has had a Controller appointed, or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver appointed to any part of its property;
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other Party to this Agreement);
- (d) an application or order has been made, resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above;
- (e) it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (f) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the other Party to this Agreement reasonably deduces it is so subject);
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to any or all of (a) to (g) happens in connection with that person under the law of any jurisdiction;

Intellectual Property Rights or **Intellectual Property** means all intellectual property rights, including:

- (a) patents, copyright, rights in circuit layouts, registered designs, plant varieties, trade marks (including service marks), all other rights resulting from intellectual activity in

the industrial, scientific, literary or artistic fields and the right to have confidential information kept confidential; and

(b) any application or right to apply for registration of any of those rights;

Key Personnel means the personnel (including the Chief Investigator) of a Party allocated to a Project as part of that Party's Contribution and identified in the Project Summary Sheet;

Management Committee means the management committee established by the Parties under clause 6;

Material means all materials in any form, including documents, reports, records, databases and computer software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same and the subject matter of any category of Intellectual Property Rights;

Moral Rights has the same meaning as set out in the *Copyright Act 1968* (Cth);

Placement Activities means the activities related to the placement of a Student by UniSC with the Collaborating Partner pursuant to this Agreement;

Placement Schedule means the placement schedule found at Schedule 3 of this Agreement as used by the Parties to record the terms of a Placement Activity;

Product means any cellular or non-cellular material that is ultimately derived from human or animal blood, or any substance that is identical to such material, regardless of its source. For the avoidance of doubt, Product includes cells derived from any kind of stem cell;

Project Completion Date means the end date for the Research Project specified in the Project Summary Sheet;

Project IP means all Intellectual Property Rights in the Results, but does not include:

- (a) Background IP; or
- (b) copyright in a Student's thesis (or any other work required for assessment purposes);

Project Obligations of a Party means that Party's obligations in relation to the Research Project as detailed in the Project Summary Sheet;

Project Plan means the project plan providing relevant details of the Research Project and which is attached to the Project Summary Sheet;

Project Start Date means the start date for the Research Project specified in the Project Summary Sheet;

Project Summary Sheet means the project summary sheet found at Schedule 2 of this Agreement as used by the Parties to record the terms of a Research Project initiated by the Parties under this Agreement (and as may be amended from time to time);

Publish means to publish by way of a paper, article, manuscript, report, poster, internet posting, presentation slides, abstract, video, outline, instruction material or other disclosure of the Results, in printed, electronic, oral or other form and includes a student's thesis and **Publication** shall mean all materials that are published

Research Project means the research projects and activities as described in a Project Summary Sheet as amended from time to time in accordance with this Agreement and as agreed between the Parties including the creation of Results, Project Obligations and Contributions, completed in accordance with this Agreement;

Results means all results of the Research Project, including all Material, inventions, discoveries, processes, Products, know-how, methodologies brought into existence as part of performing the Research Project;

Tax Invoice has the same meaning as in the GST Law; and

Taxable Supply has the same meaning as in the GST Law.

23. 2. In this Agreement, unless the context otherwise requires:

- (a) headings are inserted for ease of reference only and will not form part of nor be used in the interpretation of this Agreement;
- (b) words importing the singular will include the plural and vice versa;
- (c) reference to a person will be construed as a reference to an individual, firm, body corporate or other entity (whether incorporated or not), or, where a position is nominated, the individual occupying that position;
- (d) where any inconsistency exists between this Agreement and the Project Summary Sheet, the provisions of the Project Summary Sheet will take precedence;
- (e) reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- (f) reference to a party includes that Party's personal representatives, successors and permitted assigns;
- (g) a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed;
- (h) if a thing is to be done on a day which is not a business day, it must be done on the business day after that day;
- (i) a reference to "including" should be read as "including, without limitation";
- (j) another grammatical form of a defined expression has a corresponding meaning;
- (k) an expression defined in the *Corporations Act 2001* (Cth) has the meaning given by the Corporations Act;
- (l) a reference to dollars or \$ is to Australian currency;
- (m) no rule of construction applies to the disadvantage of a party because that party put forward this Agreement or any portion of it; and

-
- (n) where this Agreement refers to the “satisfaction”, “consent”, “approval”, or similar indication of assent or consent on the part of any party in relation to a particular matter, in the absence of an express qualification that the party in question act “reasonably” or “in good faith” or in a particular manner such party may withhold the same for any reason in its absolute discretion.

DRAFT ONLY

Executed as an agreement

Signed for and on behalf of **University of the
Sunshine Coast** by an authorised person in the
presence of:)
)

.....
Signature

.....
Name (please print)
.....

.....
Date

Signed for and on behalf of **Enter Partner Name** by)
an authorised person in the presence of:)
)

.....
Signature

.....
Name (please print)
.....

.....
Date

By signing this Agreement, each signatory warrants that they have authority to enter into this Agreement on behalf of the Party they are stated to represent.

Schedule 1 – Party Details and Special Conditions

Item 1: Party Details

Name	
University of the Sunshine Coast	
Short Name	UniSC
Notices	<p>Attention XXXX</p> <p>Address: University of the Sunshine Coast 90 Sippy Downs Drive Sippy Downs QLD 4556 AUSTRALIA Ph: +61 7 Email: xxx@usc.edu.au</p>

Enter Partner Organisation Name

Name	
Enter Partner Organisation Name	
Short Name	Enter Partner Short Name
Notices	<p>Attention: Enter Name</p> <p>Address: Enter Address</p> <p>Email: Enter Email</p>

Item 2 : Special Conditions - Agreement

Special Conditions	
a.	
b.	
c.	
d.	

Schedule 2 – Project Summary Sheet

Project Summary Sheet between **University of the Sunshine Coast (UniSC)** and **Enter Partner Organisation Name** (“**Enter Partner Organisation Short Name**”) in accordance with the **Master Collaborative Agreement** dated **Enter a date.**

Date: **Enter a date of last signature**

PROJECT DETAILS

Project

Project Title	Enter Project Title
---------------	---------------------

Project Plan	<input type="checkbox"/> As attached OR [insert details]
--------------	--

Term of Project

Project Start Date	Enter a date.
--------------------	---------------

Project Completion Date	Enter a date.
-------------------------	---------------

Project Summary

Aim	Enter aim
-----	-----------

Milestones including Payments of Cash Contributions	Milestone	Completion Period
	Enter Milestone	Enter Period
	Enter Milestone	Enter Period
	Enter Milestone	Enter Period

Project IP owner	
------------------	--

ENTER PARTNER ORGANISATION NAME.

Project Obligations

Role	Enter Role
------	------------

Deliverables	Enter Deliverables
--------------	--------------------

Chief Investigator (CI)	Enter CI
-------------------------	----------

Key Personnel	Enter Key Personnel
---------------	---------------------

Contributions

Cash Contribution	\$ Enter Cash Contributions
-------------------	-----------------------------

In-kind Contribution (including any Background IP)	\$ Enter In-Kind Contributions
--	--------------------------------

UniSC	
Project Obligations	
Role	Enter Role
Deliverables	Enter Deliverables
Chief Investigator (CI)	Enter CI
Key Personnel	Enter Key Personnel
Students	Enter Key Personnel
Contributions	
Cash Contribution	\$ Enter Cash Contributions
In-kind Contribution (including any Background IP)	\$ Enter In-Kind Contributions

Special Conditions - Project

Special Conditions	
a.	
b.	
c.	
d.	

Execution of Project Summary Sheet

Signed for and on behalf of **University of the Sunshine Coast** by an authorised person in the presence of:)
)

.....
Signature

.....
Name (please print)

.....
Date

Signed for and on behalf of **Enter Partner**)
Organisation Name by an authorised person in the)
presence of:)

.....
Signature

.....
Name (please print)

.....
Date

Schedule 3 – Placement Schedule

Item 1	Placement Partner	Enter Partner Organisation Name
Item 2	Discipline	[INSERT]
Item 3	Program and Course	[INSERT]
Item 4	Commencement Date of Placement	[INSERT]
Item 5	Period of Placement	[INSERT]
Item 6	Collaborating Partner Locations	[INSERT]
Item 7	University Liaison Officer	Name and contact details [INSERT]
Item 8	Collaborating Partner Liaison Officer	Name and contact details [INSERT]
Item 9	Student(s) Details	[INSERT]

Special Conditions – Placement Activities

Special Conditions	
a.	
b.	
c.	
d.	

Execution of Placement Schedule

Signed for and on behalf of **University of the Sunshine Coast** by an authorised person in the presence of:)
)

.....
Signature

.....
Name (please print)
.....

.....
Date

Signed for and on behalf of **Enter Partner**)
Organisation Name by an authorised person in the)
presence of:)

.....
Signature

.....
Name (please print)
.....

.....
Date