

 THE ULTIMATE HQ

COMPETITION ENTRY PACK

WIN \$1MILLION+ HEADQUARTERS



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WELCOME

Thanks for your interest in The Ultimate HQ competition. You're now one step closer to winning one of Australia's most exciting business opportunities. We're looking for a bold, ambitious business with big ideas, and we can't wait to hear what you're building.

Moreton Bay Central and City of Moreton Bay sit at the heart of South-East Queensland, Australia's engine room. This fast-growing city-region is home to 4.2 million people, with 1 in 6 Australians calling SEQ home – that's an amazing talent pool to fuel your growth. And with two thirds of the world's population within an eight-hour flight, your opportunity to scale becomes unlimited. Add to that a pipeline of over \$100 billion in infrastructure investment and the Brisbane 2032 Olympic and Paralympic Games, and you have all the ingredients to scale and deliver growth.

WHAT YOU COULD WIN

The winner of The Ultimate HQ competition will receive:

- 5 years rent-free in a purpose-built headquarters at UniSC in Moreton Bay Central, City of Moreton Bay
- \$250,000 fit-out package to customise the space to your needs
- More than \$250,000 in support from The Ultimate HQ corporate partners program including access to the Innovate Moreton Bay concierge program
- Direct connection to UniSC and a thriving innovation precinct
- Embedded support from City of Moreton Bay, Australia's third largest city government to help connect your business to market opportunities.

This is more than a prize, it's your next big move.

ENTER THE COMPETITION

[ENTRY PORTAL](#)

THIS COMPETITION IS SUPPORTED BY



MORETON BAY CENTRAL
5 YEARS RENT-FREE
\$250,000 FOR SPACE FIT-OUT
WITH PARTNER SUPPORT
IN QUEENSLAND AUSTRALIA

WIN A \$1 MILLION+
HEADQUARTERS IN
MORETON BAY CENTRAL
5 YEARS RENT-FREE
\$250,000 FOR SPACE FIT-OUT
WITH PARTNER SUPPORT



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5 YEARS

Rent-free

\$250,000 AUD

For space fit-out

QUEENSLAND

City of Moreton Bay, Australia

+ SUPPORT

From Partners, Council & UniSC



ABOUT THE SPACE

Creatively titled, 'non-destructive testing lab,' this industrial styled space could be your new home! It's 384m² of pure potential. It features a double-height ceiling, roller doors, concrete floors and walls, and offers you a blank canvas ready for transformation. Whether you need a workshop, a collaborative studio, or a scalable office, this space is yours to shape as you see fit.

Located at Moreton Bay Central, in City of Moreton Bay, the site is Queensland's newest innovation precinct. Situated next to parklands, walking tracks, public transport and world class UniSC, it's as connected as it is flexible.

MORETON BAY CENTRAL

Moreton Bay Central is a 65-hectare innovation precinct in Petrie, purpose-built to support business growth, education and research. At the heart of this precinct is a vision to bring together bold thinkers, growing enterprises and cutting-edge technology in a single collaborative hub. Anchored by UniSC Moreton Bay, Moreton Bay Central offers a thriving environment where business, learning and innovation intersect.

The precinct has been master planned for knowledge-based industries and clean technologies, making it an ideal location for scale-ups in advanced manufacturing, health tech, agri-innovation, sustainability, and digital technologies. With a unique blend of industrial capacity and academic proximity, it's designed for businesses that want to grow fast, and smart.

Moreton Bay Central is also exceptionally

well-connected. It's within walking distance to rail and bus transport, adjacent to parklands and recreation facilities, and just 30 minutes from both the Brisbane Airport and Brisbane CBD and some of the most fun experiences that bring back more than four million visitors every year. The location combines city-level infrastructure with regional hospitality.

What truly sets Moreton Bay Central apart is its state-of-the-art connectivity. It features high-speed fibre connected directly to Queensland's only international submarine cable, providing Australia's fastest data speeds to Asia and the second fastest to the United States. For businesses operating on a global stage, this means faster, more reliable digital performance right from your HQ.

Whether you're building a product, platform, or partnership, Moreton Bay Central gives you the space and support to make it happen.



WHY CITY OF MORETON BAY?

City of Moreton Bay is one of Australia's most dynamic and fastest-growing cities. The population is forecast to hit one million people over the next 35 years. It offers the scale and infrastructure of a capital city with the lifestyle and affordability of a coastal community.

The city is home to a forward-thinking, award winning council, robust transport connections, and a lifestyle that's hard to beat. Think beaches, national parks, quality cafes and short commutes. But City of Moreton Bay's appeal goes far beyond lifestyle.

The City's Economic Strategy is driving a \$40 billion economy by 2041. High-growth sectors such as advanced manufacturing, health care, food and agribusiness, digital

industries and professional services are thriving here. Businesses benefit from:

- A major pipeline of infrastructure investment
- Supportive council programs tailored to growth-stage companies
- Streamlined planning and development processes
- Close partnerships with education and research institutions like UniSC
- Talent attraction and workforce development initiatives and
- Investment in innovation precincts, circular economy strategies, and entrepreneurship programs.

With initiatives to attract investment and accelerate business growth, City of Moreton Bay is ready-made for ambitious scale-ups.





THE UNIVERSITY CONNECTION

The University of the Sunshine Coast (UniSC) is a core partner in Moreton Bay Central and The Ultimate HQ precinct, the future home of the winner. UniSC's purpose is to support communities to thrive through impactful education, research and partnerships.

If your business is based here, you'll be steps away from UniSC's leading thinkers and programs. Your business can:

- Collaborate on applied research and innovation aligned with key themes like sustainability, technology, regional development and health
- Tap into student talent through placements, internships and projects to build your future job-ready workforce
- Participate in entrepreneurial and innovation ecosystems.

UniSC's 2025–2028 strategic vision is centred on inclusive partnerships that drive meaningful change. That includes partnering with businesses that think differently to the normal.

WHAT WE'RE LOOKING FOR

This opportunity is ideal for scale-ups. Sorry start-ups, this one isn't for you, but we have other opportunities to support you.

We are after businesses in sectors such as agribusiness, advanced technologies, including health tech, sports tech, digital, cyber and AI engineering, or advanced manufacturing. That said, we're open to any great business with a compelling case and big ambition.

We're on the hunt for a scale-up or fast-growing business that:

- Is currently in the scale-up stage, ideally turning over approximately \$5M+
- Has the ambition and opportunity to become a \$100M+ turnover business within seven to 10 years (and to grow from there)
- Has a team of 15 or more staff
- Is willing to establish a significant part of your business at Moreton Bay Central but retain that global outlook (not all team members need to be located on site)
- Aligns with UniSC and City of Moreton Bay priorities including high-value jobs, advanced manufacturing, technology, health, and sustainability
- Is willing to collaborate with UniSC and align with one or more of its research strengths

This is open to businesses from across the globe but you need to have the approvals to work/be based in Australia. If you're willing to relocate or establish a key part of your HQ here, you're eligible to enter.

HOW TO ENTER

There are three steps to win The Ultimate HQ.

1. Register your interest and share your vision

Tell us what makes your business different and why you are on the search for The Ultimate HQ. Fill in the full entry pack and write 500 words telling us how you can collaborate with the innovative community that calls City of Moreton Bay home and UniSC.

2. Get shortlisted and get supported

Through our corporate partners, we will be sharing helpful hints and tips for all entrants on how to be successful in Australia. Up to five amazing companies will be shortlisted and privately advised as finalists by the end of November 2025.

3. Come on an innovation safari & pitch your idea at the gala event

As one of the five finalists, you will be invited to an innovation safari in the City of Moreton Bay, where you will get to live, work and play like a local for five days and have the opportunity to pitch your idea for The Ultimate HQ to a panel of judges at a gala event. The winner gets The Ultimate HQ, 5 years rent free, more than \$250,000 in corporate partner support and up to \$250,000 to contribute to your fit out costs.



JUDGING & TIMELINE

- **Entries close: 14 November**
- **Shortlisting: November 2025**
- **Finalist Event: 23-27 February 2026**
- **Winner Announced: 27 February 2026**

The judging panel will be appointed by UniSC & City of Moreton Bay and supported by the campaign team. All legal and eligibility oversight will be managed by the City of Moreton Bay.

JUDGING CRITERIA

Entries will be assessed based on the following:

- **Growth Potential** – Demonstrated capacity and ambition to scale significantly (e.g. \$100M+ in 7-10 years)
- **Strategic Fit** – Alignment with UniSC priorities and City of Moreton Bay's economic strategy
- **Impact** – Ability to contribute to high-value jobs and regional innovation
- **Collaboration Opportunity** – Willingness and potential to engage with UniSC research or students
- **Use of Space** – Creative and strategic vision for using The Ultimate HQ to accelerate business growth
- **Global Outlook** – Capacity to grow internationally from a base in City of Moreton Bay

Shortlisted candidates may be invited to provide additional information or participate in interviews.

WHAT HAPPENS NEXT?

If you've received this pack, you're ready to start your entry. We can't wait to see your submission. This is a rare chance to build your dream HQ in one of the most connected, creative cities in the country. Let's go!

[APPLY NOW](#)





theultimatehq.com.au



APPENDIX 1:

TERMS & CONDITIONS

City of Moreton Bay

**The Ultimate HQ Competition
(UHQ) at UniSC Campus, Moreton
Bay Central**

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The Ultimate HQ Competition – Terms and Conditions

1 PRIZE DETAILS

One winning Entrant will receive:

- Rent-free office space at UniSC/Moreton Bay Central for up to five (5) years
- Business mentoring and advisory services
- Up to \$250k contribution to the space fit-out
- Access wrap-around services and support from Innovate Moreton Bay and corporate partners from accounting, banking, legals, and other professional services
- Introductions and networks to government, industry and supply chains
- State-of-the-art connectivity. Moreton Bay Central has high-speed fibre connected to the international submarine cable providing Australia's fastest telecommunications transmission speeds to Asia and second fastest to the USA
- Promotion via channels by organisers, sponsors and subsidiaries
- Runner-up prizes may be awarded at the judges' discretion.

2 PROMOTION PARTICULARS

Promotion Name	The Ultimate HQ (UHQ)
Details of Prizes	Set out in Section 1.
Promotion Period	The Promotion opens on 22 August 2025. Closing Time: 11:59 pm Australian Eastern Standard Time on 14 November 2025.
Entry Format Requirements	Without limiting the terms and conditions: <ul style="list-style-type: none"> Entrants must submit via their application introducing their business, team, and why they want to relocate to UHQ at Moreton Bay Central. The Entry Response must be completed. Any required supporting documentation or additional information must also be submitted. Entries may be shared on social media using the campaign hashtag (#UltimateHQMoretonBay). Entries must be original and owned by the entrant. Plagiarised entries will be disqualified. AI supported submissions are permissible.
Eligibility Criteria	<ul style="list-style-type: none"> Open to legally registered innovative scale-ups operating in any sector, however the Promoters may prioritise businesses in advanced manufacturing, health, sport, medical, robotics, drones/aerospace, technology, clean energy or agriculture. Employees of the City of Moreton Bay, UniSC, UHQ partners, or their immediate families are ineligible. <p>The Entrant:</p> <ul style="list-style-type: none"> Is currently in the scale-up stage, ideally turning over approximately \$5M+. Has the ambition and opportunity to become a \$100M+ turnover business within seven to 10 years (and to grow from there). Has a team of 15 or more staff. Is willing to establish a significant part of your business at Moreton Bay Central but retain a global outlook (not all team members need to be located on site). Aligns with UniSC and City of Moreton Bay priorities including high-value jobs, advanced manufacturing, technology, health, and sustainability. Is willing to collaborate with UniSC and align with one or more of its research strengths.

The Ultimate HQ Competition – Terms and Conditions

Promotion Name	The Ultimate HQ (UHQ)
	<ul style="list-style-type: none"> • The existing business does, or can meet the requirements to, operate in Australia including possessing the appropriate permits, licences and compliance within their chosen field. • An international winner must meet all legal requirements to operate in Australia, including obtaining necessary visas and/or permits. The Promoters are not responsible for securing visas but may assist with documentation (if needed). • Sponsorships, if involved, will be subject to formal legal agreements and the Promoters accept no responsibility for the default or failure of sponsors. • Maintain and demonstrate a current, appropriate and compliant financial structure. • Note that, as an entrant moves through the selection stages of the competition, the level of due diligence and verification will include external agencies providing and sourcing the appropriate levels of validation and risk assessments in order that the Promoters can make informed decisions. This will include but not limited to media, tax, financial, reputational, industry, legal and ethical information. • Selected finalists must attend the 23-27 February 2026 weeklong 'innovation safari' and gala event to receive the prize if selected. The Promoters will cover the costs of participation (accommodation, food, activities) in the City of Moreton Bay for up to five days during the safari, accommodation type and activities are at the sole discretion of the Promoters. The finalists must participate in the program to be considered for the prize. Travel and associated costs (e.g. visas etc.) will be the responsibility of each finalist. • The Successful Entrant will be required to sign a Master Collaboration Agreement (Research) and a Lease (Part of a building) (Moreton Bay) with UniSC and adhere to the associated tenancy agreement.
Method of Lodgement	Electronically via theultimatehq.com.au
Contact Person	<p>All enquiries in relation to this Promotion must be submitted via [info@investmoretonbay.com.au].</p> <p>The final date for accepting questions regarding this Promotion is 14 November 2025 at 1159hrs PM AEST. Any questions after this time will not receive a response.</p>
Finalists Announcement Date	4 February 2026
Successful Entrant Announcement Date	27 February 2026

3 DEFINITIONS

'**Addendum**' means a document or information added to the Competition Terms and Conditions to clarify, modify, or support the information in the original Competition Terms and Conditions.

'**Change of Control**' means in relation to the Entrant:

- (a) if the Entrant is a corporation:
 - (i) a change in the shareholding of the Entrant such that a change in control (as defined in the *Corporations Act 2001 (Cth)*) of the Entrant occurs (whether occurring at the one time or through a series of transfers or issues of securities); or
 - (ii) any other event (including a change or alteration occurs in the corporate structure of the Entrant or the group of companies of which the Entrant is a member) occurs which results in a person other than the shareholders of Entrant at the date of issue of this Invitation to Enter:
 - (A) controlling the composition of the board of directors of the Entrant;
 - (B) controlling the voting power of the board of directors or any class of shareholders, or both, of the Entrant; or
 - (C) holding more than one half of the issued share capital (either beneficially or otherwise) of the Entrant,

other than where shares or other equity interests in an entity are listed on any recognised Australian or overseas stock exchange and a Change of Control occurs due to any change in the legal or beneficial ownership of any such listed shares or interests (except where such shares or other equity interests are acquired by another Entrant or an entity with control over another Entrant;

- (b) if the Entrant is a unit trust:
 - (i) a change affecting the trustee of that unit trust as described in paragraph (a) above (if the trustee is a corporation) or a change in the identity of the trustee itself; or
 - (ii) a change in the beneficial ownership of at least 50% of the units comprising the trust; or
- (c) if the Entrant is a discretionary trust:
 - (i) a change affecting the trustee of that trust as described in paragraph (a) of this definition (if the trustee is a corporation) or a change in the identity of the trustee itself; or

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- (ii) the addition of any new class of beneficiaries or the modification of any classes of beneficiaries under that discretionary trust.

'Claim' means any entitlement, claim, action, proceeding, suit, cause of action, defence, set-off or demand under, arising out of, or in any way in connection with the Promotion, the Competition Terms and Conditions or any party's conduct under or before this Promotion, whether at law (including breach of contract) or in equity (including restitution and quantum meruit), by statute, in tort (including negligence) or otherwise.

'Closing Time' means the closing time and date stated in the Promotion Particulars.

'Competition Terms and Conditions' means these conditions of Entry for the Promotion.

'Conflict of Interest' means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with the ability of the Entrant to submit an Entry fairly and objectively. This includes, but is not limited to, where:

- (a) any Personnel of the Entrant are, or within the last 3 years, have been, Personnel of the Promoters; or
- (b) the Entrant is intending to, or has commenced discussions with another Entrant, in respect of a merger or corporate restructuring which would make it a related or subsidiary corporation (as defined in the *Corporations Act 2001* (Cth)) of the other Entrant.

'Contact Person' means the contact person stated in the Promotion Particulars.

'Council' means Moreton Bay City Council (ACN 92 967 232 136).

'Entry' means an Entry lodged in response to the Promotion.

'Entrant' means any person lodging an Entry.

'Entry Format Requirements' means the format requirements for an Entry as set out in the Promotion Particulars.

'Entry Response' means the Entry Response comprising Part 2 of the Promotion documents, including any templates or attachments to be completed and included in an Entry.

'Finalist Announcement Date' means the date set out in the Promotion Particulars when the finalists will be announced.

'Intellectual Property Rights' means any patent, design (whether registered or not), trademark or name, copyright or other protected right.

'Invitation to Enter' means the invitation to enter into the Promotion, comprising the documents set out in Section 4.1.

'Legal Agreements' mean a Master Collaboration Agreement (Research) and a Lease (Part of a building) (Moreton Bay) with UniSC.

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'Legislative Requirements' means Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and the State of Queensland.

'Method of Lodgement' means the method of lodging an Entry as set out in the Promotion Particulars.

'Personal Information' is information or an opinion, including information or an opinion forming part of a database, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

'Party' means each of the Promoters and the Entrant.

'Personnel' means the employees, agents, consultants and representatives of a party, but in respect of the Promoters, excludes the Entrant's employees, agents, consultants and representatives.

'Prize' means the prize for the Promotion as further described in Section 1.

'Promoters' means each of Council and the University.

'Promotion' means the competition as further identified in Sections 1 and 2 and governed by the Competition Terms and Conditions.

'RTI Act' means the *Right to Information Act 2009* (Qld).

'Successful Entrant' means the Entrant selected by the Promoters to be awarded the Prize.

'Successful Entrant Announcement Date' means the date set out in the Promotion Particulars when the Successful Entrant will be announced at the Promotion Gala, as may be changed by the Promoters.

'University' or **'UniSC'** means the University of the Sunshine Coast (ABN 28 441 859 157).

4 STRUCTURE OF INVITATION TO ENTER

4.1 The documents comprising the Invitation to Enter are, collectively:

- (a) Part 1 – these Competition Terms and Conditions, and;
- (b) Part 2 – the Entry Response.

4.2 All parts of the Promotion must be read and construed together so that all parts are as far as possible consistent. Where the documents are inconsistent, the documents should be read and construed in the order as listed in Section 4.1 above.

4.3 The Entrant acknowledges that:

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- (a) the Promotion is not an offer, but is an invitation for persons to submit an Entry for the Prize;
- (b) no contractual relationship will be formed with the Promoters (e.g. lease) until it is duly executed by the applicable parties following award of a Prize in accordance with Section 13; and
- (c) the Promotion and its constituent documents:
 - (i) at all times remains the property of the Promoters;
 - (ii) must only be used for the purpose of preparing an Entry; and
 - (iii) must be read and construed together, and are intended to be mutually explanatory of each other; and
- (d) as between the Promoters and the Entrant, all Intellectual Property Rights in the documents forming the Promotion are the property of the Promoters.

5 OBTAINING INFORMATION

5.1 Any additional information in connection with the Promotion required by the Entrant may be obtained from the Promoters by contacting the Contact Person, noting that:

- (a) any correspondence submitted by an Entrant is submitted on the basis that the Promoters may circulate it, and the Promoters' response, to any one or more of the Entrants in the form of an Addendum or forum post, provided that the identity of the Entrant is not communicated;
- (b) if an Entrant expressly and genuinely states in writing that certain parts of its correspondence are confidential, then the Promoters must, in their sole and unfettered discretion:
 - (i) either keep those parts confidential from other Entrants; or
 - (ii) notify the Entrant that they disagree that they are confidential, and the Entrant must either:
 - (A) withdraw its correspondence, without receiving its desired response from the Promoters; or
 - (B) notify the Promoters that it agrees to the disclosure of the correspondence to other Entrants;
- (c) the Promoters reserve the right to not respond to any correspondence they receive from an Entrant; and
- (d) an Entrant will not be entitled to claim compensation or loss from the Promoters for any losses, damages or expenses, or an extension of time to the Closing Time, on the grounds that insufficient or ambiguous information was provided in connection with the Promotion.

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- 5.2 Entrants must not direct requests for information to, or seek to discuss the Promotion process with, any Council Councillor or officers of the Promoters other than through the Contact Person.
- 5.3 In the event that difficulties are experienced with submitting an Entry, Entrants can contact info@investmoretonbay.com.au.
- 5.4 The Promoters will not be bound by any advice or information furnished by a Council Councillor or officer of the Promoters with respect to the Promotion.
- 5.5 If the Promoters make information available to an Entrant, the Promoters reserve the right to distribute the information to each Entrant who has obtained a copy of the Promotion from the Promoters.
- 5.6 If requested by the Promoters, the Entrant must:
- (a) provide further information relating to the Entry, which may include details concerning eligibility, financial standing (including the provision of financial statements), capital structure, and funding commitments;
 - (b) authorise the Promoters and their agents to contact any referee nominated by the Entrant; and
 - (c) authorise the Promoters to obtain information about the Entrant, particularly information relevant to the Eligibility Criteria from any third party the Promoters consider may be able to provide that information.
- 5.7 The Promoters will aim to provide information to Entrants by email within three business days.

6 RESPONSIBILITIES OF ENTRANT

- 6.1 Before submitting its Entry, each Entrant must:
- (a) carefully read and consider the Competition Terms and Conditions and any other information made available by the Promoters with respect to the Promotion;
 - (b) satisfy itself that the information in its Entry is accurate and complete; and
 - (c) satisfy itself that its Entry complies in all respects with the requirements of the Competition Terms and Conditions including agreements with the university.
- 6.2 In submitting an Entry, the Entrant warrants that it has complied with Section 6.1 and in evaluating Entries and determining to whom they will award the Prize, the Promoters will rely upon the Entrant's warranty.
- 6.3 The Entrant must comply in all respects with:
- (a) the Competition Terms and Conditions; and
 - (b) applicable Legislative Requirements.

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6.4 The Entrant must notify the Contact Person if it:

- (a) identifies any error, ambiguity, omission or inconsistency within or between the documents provided for the Promotion; or
- (b) identifies any conflict between something in the Promotion and any Legislative Requirements.

6.5 The Promoters will not be responsible for the payment of any costs, expenses or losses incurred by the Entrant or for which the Entrant becomes liable for in connection with:

- (a) preparing and lodging its Entry;
- (b) participating in any post Entry activities; or
- (c) any other part of the Promotion,

and the Entrant participates in the Promotion at its own risk and releases the Promoters from any such Claim whatsoever and howsoever brought, including if any component of the Prize becomes unavailable or changes.

6.6 Entrants acknowledge that the Promotion may attract public, political, and media attention and agree not to act in a manner that would bring the Promoters into disrepute.

7 FORMAL REQUIREMENTS

7.1 The Entry must be fully completed, and include all supporting documents and materials required by both the Competition Terms and Conditions and the Entry Response.

(a)

7.2 If the Entrant operates as a firm, the Entry Response must contain:

- (a) the full names and addresses of each member of the firm;
- (b) the business name under which the firm trades;
- (c) the firm's address, phone number and email for the service of notices;
- (d) physical address of business operations;
- (e) head office address (if applicable); and
- (f) the firm's Australian Business Number (if applicable).

7.3 If the Entrant is a corporation, the Entry Response must contain details of the corporation's:

- (a) name;
- (b) business name (if applicable);

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- (c) Australian Business Number (if applicable);
 - (d) registered office;
 - (e) address, phone number and email for the service of notices;
 - (f) the name, telephone number, email and address (if different from the address for service of notices) of a natural person who is authorised by the corporation to represent it in relation to the Entry;
 - (g) primary physical address of business operations; and
 - (h) head office address (if applicable).
- 7.4 The identity of the Entrant is fundamental to the Promoters. Subject to Section 18, for the purposes of an Entrant's Entry, the Entrant is the person, persons, corporation or corporations:
- (a) who is named as the Entrant in the Entry Response; and
 - (b) who has duly executed the Entry Response.
- 7.5 Entries must be submitted in English.
- 7.6 If the Entrant is a trustee of a trust, the Entrant must notify the Promoters of that fact and, if requested, provide to the Promoters all relevant deeds, agreements or other documents relating to the formation and operation of the trust.
- 7.7 The Entrant must only submit one Entry.
- 7.8 In relation to Privacy and Personal Information:
- (a) the Entrant is to comply with the *Information Privacy Act 2009* (Qld), as if the Entrant were the Promoters, and *Privacy Act 1988* (Cth);
 - (b) the Entrant must comply with any privacy policies of the Promoters;
 - (c) by submitting an Entry, the Entrant warrants that it has obtained the consent of each individual whose Personal Information is included in its Entry for the:
 - (i) inclusion of their Personal Information in the Entry;
 - (ii) use of the Personal Information by the Promoters for the purpose of the Promotion process; and
 - (iii) disclosure of the Personal Information to other parties (including professional advisors) as may be involved in assisting the Promoters with the Promotion;
 - (d) the Entrant must immediately notify the Promoters on becoming aware of any breach of this Section 7.10 and

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- (e) this Section 7.10 survives the expiry or termination (for any reason) of the Invitation to Enter.

8 LODGEMENT OF ENTRY

- 8.1 Entrants are required to submit their Entry electronically and upload their response documents using the Method of Lodgement by the Closing Time. All files, including attachments, must comply with the Entry Format Requirement and any other requirements for such documents set out in these Competition Terms and Conditions.
- 8.2 An Entry will not be accepted if submitted by any other method.
- 8.3 The Promoters may extend the Closing Time at their discretion.
- 8.4 The Promoters reserve the right to consider an Entry which is not received by the Closing Time including if, in the opinion of the Promoters, there is satisfactory evidence that the Entry upload commenced prior to the Closing Time.
- 8.5 By submitting its Entry, the Entrant acknowledges that the Promoters are relying on all of the information contained, and all of the representations made, in its Entry and any subsequent clarifications, whether written, verbal or both, of that Entry for the purposes of evaluating an Entry against Entries received from other Entrants and ultimately deciding whether, and if so with whom, to award the Prize.
- 8.6 The Promoters accept no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected Entries or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including Entries not received by the Promoters for any reason. The Promoters are not liable for any consequences of user error including (without limitation) costs incurred.

9 OPENING OF ENTRIES

- 9.1 Entries will not be opened publicly.

10 ENTRY EVALUATION PROCESS

- 10.1 If an Entry Response for an Entry is not fully completed or does not include all supporting documents and materials required by the Competition Terms and Conditions, the Entry may be rejected.
- 10.2 Without limitation, the Promoters will evaluate Entries based on the eligibility criteria and:
 - (a) innovation and scalability of the business;
 - (b) strength and clarity of the pitch;
 - (c) financial viability and due diligence including evidence of financial performance, capital position, and growth capacity;

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- (d) alignment with strategic UniSC research priorities and demonstrated ability and willingness to collaborate with UniSC researchers;
 - (e) alignment with UniSC courses and programs and the potential to provide a meaningful contribution to UniSC student learning and graduate employment;
 - (f) demonstrated financial stability and plan to scale beyond the five years to locate either in Moreton Bay Central or within the wider City of Moreton Bay, providing jobs for UniSC graduates and other skilled workers in City of Moreton Bay;
 - (g) extent to which the business has the potential to provide a meaningful contribution to the City of Moreton Bay's economic development and contribute to achievement of the City's Economic Strategy (CES);
 - (h) extent to which the organisation has a supply chain and collaborators that are also of value to UniSC and wider City of Moreton Bay ;
 - (i) demonstrated commitment to sustainability within their business and commitment to diverse and inclusive work practices as well as alignment with the brand and visions of UniSC and City of Moreton Bay.
- 10.3 The Promoters reserve the right to shortlist Entrants during the evaluation process. The evaluation process may in the absolute discretion of the Promoters involve due diligence assessments including but not limited to legal entity checks, reference checks, financial checks, confidentiality, media/reputation checks, corporate checks and discussions with Entrants.
- 10.4 Entrants must give the members of the evaluation panel of the Promoters and any third parties nominated by the Promoters in respect of its due diligence process any cooperation and assistance reasonably requested to facilitate consideration of their Entries. The Entrant may have its Entry excluded from further consideration if it or its Personnel fail to provide all cooperation requested.
- 10.5 In evaluating the Entry, the Promoters may ignore any aspect of the Entry that they consider to be ambiguous, uncertain, vague or illegible, without requesting the Entrant to clarify that aspect of the Entry.
- 10.6 Outcomes of the evaluation process and the award of the Prize are not appealable.

11 CLARIFICATIONS AND VARIATIONS

- 11.1 The Promoters may issue to Entrants before the Closing Time an Addendum or other:
- (a) additional information; and
 - (b) information clarifying or correcting information previously provided, to assist them in preparing their Entries.
- 11.2 If the Promoters issue information to Entrants under Section 11.1, each Entrant must take the information into account in the preparation of its Entry. If the Entrant has already submitted an Entry prior to the Promoters issuing information to Entrants under Section

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11.1, then the Entrant may submit a supplementary Entry addressing the information provided.

12 COMMISSIONS AND INCENTIVES

- 12.1 The Entrant must not, and must ensure that its officers, employees and agents do not, give or offer anything to the Promoters, any Council Councillor, any officer or employee of the Promoters, or to a parent, spouse, child or associate of a Council Councillor, officer or employee of the Promoters, including any commission, inducement, gift or reward, which could in any way tend or be perceived as attempting to, influence the Promoters' actions in relation to an Entry.
- 12.2 If the Promoters discover at any time that an Entrant has breached this Section, the Promoters may elect, in addition to any other action, not to consider that Entry.

13 AWARD OF PRIZE

- 13.1 Finalist Entrants will be notified by phone call, email and publicly announced on the Finalist Announcement Date.
- 13.2 The Successful Entrant will be announced at the Gala event on the Successful Entrant Announcement Date. The announced Successful Entrant must accept the Prize within 90 days of the announcement or risk forfeiture of the Prize.
- 13.3 Runner-up prizes may be awarded at the Promoters' absolute discretion.
- 13.4 Notwithstanding that the Promoters may have advised an Entrant that its Entry has been successful, no contractual relationship regarding the Prize (e.g. lease) will be formed until it is duly executed by the applicable parties.
- 13.5 The Successful Entrant must be in a position to execute the Legal Agreements in connection with the Prize within 90 days (or such longer period as may be agreed by the parties) of receipt of notification that it has been awarded the Prize.
- 13.6 No Prize, or any unused portion of a Prize, are transferable or exchangeable and cannot be taken as cash.
- 13.7 As a condition of accepting the Prize, the Successful Entrant must:
- (a) participate in promotional activities and media engagement in connection with the Promotion;
 - (b) operate from Moreton Bay Central / UniSC for a minimum of 12-months for the Prize period;
 - (c) uphold the reputation of Moreton Bay Central, Council and the University; and
 - (d) comply with all applicable Legislative and Legal Requirements in connection with Australian workplace, health and safety, consumer, competition, taxation, immigration, and business regulations and Council regulations and approvals.

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- 13.8 The Entrant acknowledges that the award of the Prize is conditional on the information in the Entry being true and correct and the Entrant's compliance with the conditions of accepting the Prize. The Prize may be withdrawn from a Successful Entrant if it is found that:
- (a) the Entrant provided misrepresentative, fraudulent, or false information in its Entry; or
 - (b) the Entrant has wilfully breached any condition of accepting the Prize.
- 13.9 The Promoters are not obliged to provide reasons for non-acceptance of any Entry.

14 RIGHT TO INFORMATION AND DISCLOSURE

- 14.1 The *Right to Information Act 2009* (Qld) (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.
- 14.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.
- 14.3 Information contained in an Entry is potentially subject to disclosure to third parties. In the assessment of any disclosure required by the Promoters pursuant to the RTI Act, the Entrant accepts that any information provided in its Entry, including information marked as confidential, will be assessed for disclosure in accordance with the terms of the RTI Act.
- 14.4 The Promoters cannot guarantee that any information provided by the Entrant will be protected from disclosure under the RTI Act.
- 14.5 Without limiting other disclosure rights of the Promoters, including in the remainder of this Section 14, the Entrant acknowledges that the Promoters may, in their absolute discretion, disclose information from an Entrant's Entry to any of the Promoters' commercial partners in connection with the Promotion.

15 OWNERSHIP OF ENTRIES AND INTELLECTUAL PROPERTY

- 15.1 The Entrant shall retain copyright and other Intellectual Property Rights in respect of its Entry.
- 15.2 The Entrant grants the Promoters a non-revocable, non-exclusive, royalty-free licence to use the content of its Entry for the purpose of the Promotion, including marketing and reproducing the Entry for the purposes of evaluation.
- 15.3 The Entrant must notify the Promoters of, and take all steps required by the Promoters in connection with, any suspected or actual infringement of a third party's Intellectual Property Rights in an Entry.
- 15.4 The Entrant must comply with any reasonable directions given by the Promoters in relation to access to or use of the Promoters' names, trademarks or logos.

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- 15.5 In respect of the Entry by the Entrant, the Entrant is at all times liable for, and must indemnify and release the Promoters from and against, any loss or liability (including reasonable legal costs and expenses) incurred by the Promoters arising out of, or in connection with:
- (a) any breach of this Agreement by the Entrant; and
 - (b) the unlawful, willful or negligent acts or omissions of the Entrant, its employees, agents, contractors and consultants; and
 - (c) any infringement or alleged infringement of the intellectual property rights of Moreton Bay Council and the University by, or arising from the actions of, the Entrant, its employees, agents, contractors and consultants; and
 - (d) any breach of any obligations in relation to the *Information Privacy Act 2009* (Qld), the *Privacy Act 1988* (Cth) or in regard to any Personal Information by the Entrant, its employees, agents, contractors and consultants.

16 PROMOTERS'S GENERAL DISCRETIONS

- 16.1 Without limiting any other term of the Competition Terms and Conditions, the Promoters may accept or reject any Entry, amend the terms of the Promotion or cancel the Promotion at any time without incurring any liability for cost, expense, loss or damage to the affected Entrant or Entrants or any obligation to inform the affected Entrant or Entrants of the grounds for the Promoters' actions. The Entrant shall have no Claim or right or entitlement for any compensation whatsoever arising from such action or inaction.
- 16.2 Without limiting the Promoters' other rights under these Competition Terms and Conditions, the Promoters may at any time in their absolute discretion:
- (a) request clarification or additional information from any Entrant;
 - (b) enter into discussions with one or more Entrants without any obligation to notify any other Entrants that they are so proceeding; or
 - (c) cease considering an Entry's participation in the Promotion process if the Promoters become aware of any event, information or circumstance that in the sole and unfettered opinion of the Promoters:
 - (i) identifies the Entrant as being insolvent, or at an unsatisfactory risk of insolvency; or
 - (ii) indicates any misrepresentation, fraud, or false information provided in its Entry.
- 16.3 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters' ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Competition Terms and Conditions, including but not limited to natural disasters,

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acts of God, civil unrest, strike, war, act of terrorism, the Promoters' obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoters may in their absolute discretion cancel the Promotion and recommence it from the start on the same or different conditions.

17 CONFLICT OF INTEREST

- 17.1 Each Entrant warrants that to the best of its knowledge, as at the date of its Entry, neither the Entrant nor any of its Personnel have, or are likely to have, any Conflict of Interest in any matters connected with the Promotion, except as expressly disclosed in its Entry.
- 17.2 If a Conflict of Interest or any potential or perceived Conflict of Interest arises during the Promotion, the Entrant must immediately give written notice to the Contact Person.
- 17.3 The Entrant must:
- (a) address any actual, potential or perceived Conflict of Interest, to the Promoters' satisfaction;
 - (b) provide any further information requested by the Promoters concerning the actual, potential or perceived Conflict of Interest; and
 - (c) comply with the Promoters' Conflict of Interest requirements as may be notified from time to time.
- 17.4 If an Entrant notifies the Promoters of an actual, potential or perceived Conflict of Interest or the Promoters becomes aware of the existence of an actual, potential or perceived Conflict of Interest, the Promoters may, in their absolute discretion:
- (a) enter into discussions to seek to resolve such actual, potential or perceived Conflict of Interest; or
 - (b) cease further consideration of and disregard the Entry lodged by that Entrant.
- 17.5 Any Entrant who directly or indirectly canvasses support from any Personnel of the Promoters or elected members of Council may be immediately disqualified and any Entry submitted not considered.

18 CHANGE OF CONTROL

- 18.1 If the Entrant wishes to change the structure of its entity or entities submitting the Entry during the Promotion or is aware of any impending or proposed Change of Control, it must obtain the Promoters' prior written consent. The Promoters may request further information from the Entrant reasonably required by the Promoters to make a decision regarding consent under this Section 18.
- 18.2 If the Entrant effects a Change of Control other than in accordance with Section 18, the Promoters may cease further consideration of, and disregard, the Entry lodged by that Entrant.

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19 LIABILITY

- 19.1 The Promoters will not be liable, and the Entrants will have no Claim against the Promoters or their Personnel arising from or in connection with:
- (a) technical issues in submitting Entries; or
 - (b) these Competition Terms and Conditions, participation in the Promotion and Prize acceptance (where applicable).
- 19.2 Facebook, LinkedIn, YouTube, Instagram, TikTok or Snapchat may be used to advertise or promote the Promotion. Entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoters and not Facebook, LinkedIn, YouTube, Instagram, TikTok or Snapchat.
- 19.3 This Section survives the expiry or termination (for any reason) of the Invitation to Enter.

20 NO FETTER

- 20.1 Despite anything in these Conditions of Entry to the contrary:
- (a) the Promoters are not obliged to exercise any executive or statutory right or duty, or to influence, over-ride, interfere with or direct any other government agency in the proper exercise and performance of any of their executive or statutory rights or duties; and
 - (b) nothing in these Competition Terms and Conditions have the effect of constraining the Promoters or placing any fetter on the Promoters' discretion to exercise or not to exercise any of their executive or statutory rights or duties.
- 20.2 The Entrant will not be entitled to make any Claim against the Promoters relating to any exercise or failure of the Promoters to exercise their executive or statutory rights or duties.

21 GOVERNING LAW

- 21.1 Queensland law governs these Conditions of Entry and any Entry submitted in response to the Invitation to Enter.
- 21.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and the courts of appeal from those courts.



APPENDIX 2:

MASTER COLLABORATION AGREEMENT

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.

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- 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.

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- 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.

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- 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

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- (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.

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- 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.

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- 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), with 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.

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- 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

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- (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]
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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

APPENDIX 3:

DRAFT LEASE

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Lessor University of the Sunshine Coast	Lodger (Name, address, E-mail & phone number) Colin Biggers & Paisley Pty Ltd Level 35, 300 George Street Brisbane Qld 4000 Email: Reception_Bne@cbp.com.au Ph: +61 7 3002 8700 Our Ref://Our Reference//	Lodger Code BE 175A
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2. Lot on Plan Description Lot 1 on SP 332569	Title Reference 51342678
---	------------------------------------

3. Lessee Given names	Surname/Company name and number	(include tenancy if more than one)
------------------------------	---------------------------------	------------------------------------

4. Interest being leased Fee Simple	
---	--

5. Description of premises being leased Part of the Ground floor of the Building being Lease G10 as shown on the plan at Annexure B.	
--	--

6. Term of lease Commencement date/event: Expiry date Options: Nil #Insert <i>nil</i> if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration See attached schedule
---	---

8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- *the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... signature	UNIVERSITY OF THE SUNSHINE COAST
..... full name	
..... qualification / /	

Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec	Execution Date	Lessor's Signature
--	-----------------------	---------------------------

9. Acceptance
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

..... signature	
..... full name Director
..... qualification / / Director/Secretary

Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec	Execution Date	Lessee's Signature
--	-----------------------	---------------------------

Title Reference 51342678

This is the schedule referred to in Lease dated 2024.

This schedule shall be read together with the *Land Title Act 1994* Form 7.

1. Reference Schedule, Definitions and Interpretations

1.1 Reference Schedule

Item 1	Premises:	That part of the Ground Floor of Building MBA2 shown in the plan at Annexure B as Lease G10, University of the Sunshine Coast Moreton Bay campus, 1 Moreton Parade, Petrie, Queensland, 4502.		
Item 2	Address for notices on Landlord:	University of the Sunshine Coast ABN 28 441 859 157 90 Sippy Downs Drive, Sippy Downs QLD 4558		
Item 3	Address for notices on Tenant:	[] or at the Premises		
Item 4	Rent:	\$1 per annum if demanded		
	Fixed Review Date:	Not applicable		
	Fixed Percentage:	Not applicable		
	CPI Review Date:	Not applicable		
	Market Review Date:	Not applicable		
Item 5	Tenant's Proportion of Outgoings	Not applicable]		
Item 6	Permitted Use	Laboratory, research facility and office		
Item 7	Term:	5 years		
Item 8	Commencement Date:	[]		
Item 9	Expiry Date:	[]		
Item 10	Option to renew for Further Term(s)	(a)	Period of Further Term(s)	Not applicable
		(b)	Type of rent review at commencement of Lease Year 1 of any Further Term(s)	Not applicable
Item 11	Bank Guarantee	Amount to be included eg equivalent to 12 months market rent		
Item 12	Guarantor:	Nil		

Title Reference 51342678

Item 13	Car Park Bays	Not applicable
Item 14	Car Park Licence Fee	Not applicable

1.2 Definitions

In this document:

Applicable Privacy Law means:

- (a) parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) and the *Privacy Act 1988* (Cth) and associated privacy principles; and
- (b) any policies, directions, instructions or guidelines provided by the Landlord from time to time in relation to the handling of Personal Information.

Authority means any federal, state, local government, semi-government, statutory or legislative authority, court, instrumentality or body with jurisdiction over any part of the Campus.

Authority Approval means any authorisation, approval, certificate, consent, decision, licence, permit, registration, requirement or ruling of any Authority.

Bank Guarantee means an unconditional bank guarantee or banker's undertaking to pay in favour of the Landlord from a major trading bank or an authorised institution acceptable to the Landlord without expiration date and otherwise on terms and conditions acceptable to the Landlord for an amount equivalent to the amount referred to in Item 11 of the Reference Schedule, as updated from time to time as required by this Lease.

Business Day means any day other than a Saturday, Sunday, or public or bank holiday in Brisbane and a reference to a date which does not fall on a Business Day is to be construed as a reference to the next Business Day.

Building means building or buildings erected or to be erected on any part of the Campus.

Building Management Statement means any building management statement for the Building that is registered over the Land.

Campus means the Land, the Building and other structures erected or to be erected on the Land, and the Landlord's Property, and includes any additional land, buildings or structures that the Landlord elects to treat as part of the Campus from time to time.

Car Park means those parts of the Campus set apart by the Landlord from time to time for the parking of motor vehicles, including all internal roadways.

Claim means any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or claim for abatement of any monetary obligation.

Cleaning Charge means the cost to the Landlord of providing a cleaning service to the Premises.

Commencement Date means the commencement date specified in Item 6 of the Form 7 in this Lease.

Common Areas means all parts of the Campus designated by the Landlord from time to time for common use by any tenant or other person.

Title Reference 51342678

Confidential Information means in respect of a party to this Lease, all information of that party in whatever form, that is disclosed to the other party, and which is by its nature is confidential or which is designated as confidential by that party, including information:

- (a) relating to the dealings of that party (including in the case of that party, information regarding that party's business, financial information and other trade secrets and confidential know-how);
- (b) relating to employees, contractors or other persons doing business with that party; or
- (c) which the other party know or ought to know is confidential,

and includes all information relating to this Lease, but excludes information:

- (a) that a party can show was already known to, in the rightful possession of or independently developed by that party in good faith without breach of this Lease and free of any obligation of confidence;
- (b) that a party can show is in the public domain otherwise than by a breach of this Lease or other obligation of confidence; or
- (c) is received by a party from an independent third party who is lawfully in possession and has the power and authority to disclose the information.

Contaminant means anything that presents or may present a direct or indirect risk or harm to human health or the Environment.

Energy Costs means all levies, taxes, assessments and charges (other than those payments which are the direct responsibility of a particular tenant or occupier of the Campus) for electricity, gas, oil, natural gas and any other source or type of energy or fuel whatsoever in respect of the Building or the Campus.

Environment means all components of the Earth, including:

- (a) land, air and water and any living organism in any of them;
- (b) the atmosphere;
- (c) any organic or inorganic matter; and
- (d) human-made areas.

Event of Force Majeure means the occurrence of any event or circumstances beyond the reasonable control of the party affected by it including (without limitation):

- (a) war (declared or undeclared), insurrection, civil commotion, riot, military action, act of terrorism or sabotage;
- (b) strike, lockout or industrial action, dispute or disturbance of any kind;
- (c) act of government or an Authority;
- (d) act of God; or
- (e) storm, tempest, fire, flood, earthquake or other natural calamity.

Expiry Date means the expiry date specified in Item 6 of the Form 7 in this Lease.

Title Reference 51342678

Financial Year means a period of 12 months from time to time nominated by the Landlord.

Further Term means any further term of this Lease, if any, specified in the Reference Schedule.

GST means the same as in the GST Law, and any applicable additional tax, penalty tax, fine, interest or other charge.

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999*.

Land means the land described in Item 2 of the Form 7 in this Lease.

Landlord means the lessor named in Item 1 of the Form 7 in this Lease or any person to whom the Landlord's interest in the Premises is transferred or who becomes entitled to the reversion on termination of this Lease.

Landlord's Property means all fixtures, fittings, plant, equipment, partitions, grease traps, drains, conduits and other property owned or supplied by the Landlord in or about or providing Services to the Premises or the Campus (as the context may require).

Law includes:

- (a) any law, statute, regulation, ordinance, by-law, order or proclamation, and the common law; and
- (b) any authorisation, ruling, judgment, order, decree or other requirement of any Authority.

Lease means this schedule, the Form 7 to which this schedule is annexed, and includes all other annexures, schedules and plans, and any equitable lease, agreement for lease, lease arising from any holding over or periodic tenancy arising upon the signing or acceptance by the Tenant of the document, or lease at Law evidenced by these documents.

Lease Year means each consecutive period of 12 months, the first of which starts on the Commencement Date.

Licensed Area means an area that is licensed to the Tenant under this Lease (if any).

Make Good Works means all works involved in:

- (a) removing the Tenant's Property from the Premises;
- (b) removing all partitions, walls and other structural alterations installed in the Premises;
- (c) reinstating the structure of any part of the Premises or the Building where any hole has been made by or on behalf of the Tenant;
- (d) removing, fireproofing and capping any floor and core penetrations, wiring, cabling, metering, distribution boards and switchgear in the Premises and in the ceiling cavity, cable ducts and building risers;
- (e) repositioning the air conditioning, ducting and lighting in the Premises and associated cabling and pipework;
- (f) removing any supplementary air conditioning units in the Premises and associated cabling and pipework;
- (g) removing any supplementary fire systems and security systems and associated cabling and pipework and reinstating to base building configuration;

Title Reference 51342678

- (h) removing any supplementary plumbing, including showers, sinks, kitchen facilities and associated pipes and walls;
- (i) replacing all fluorescent tubes and starters and any missing, defective or damaged light diffusers or fittings;
- (j) removing the fitout, fittings and furnishings in the Premises, whether or not it was installed by the Landlord or the Tenant or a third party;
- (k) repositioning sprinkler heads, heat and smoke detectors and EWIS speakers and reinstating firestopping to comply with all fire regulations which would apply to the Premises if they were open plan and providing the Landlord with appropriate statutory certifications;
- (l) putting all other Services not specifically mentioned in this clause into base building configuration as notified by the Landlord (including the provision or replacement of any cables, conduits, wires, ducting, and pipes to link up the Services so that they are operational once in the required positions);
- (m) replacing the carpet and floor coverings with new carpet or other floor coverings approved by the Landlord and which is of a standard not less than the standard of the carpet or other floor coverings then provided by the Landlord to premises in the Building;
- (n) repainting the internal painted surfaces of the Premises with two coats of premium quality paint and in a colour or colours approved by the Landlord;
- (o) replacing damaged ceiling tiles and grids to match existing tiles and grids;
- (p) any additional works required:
 - (i) for the Tenant to comply with its obligations under this Lease;
 - (ii) by any Operational Documents; and
 - (iii) by the Landlord as a condition of consent to the Tenant undertaking works to the Premises;
- (q) making good all damage caused by the works referred to in this definition; and
- (r) leaving the Premises clean, tidy and free from rubbish.

Master Collaboration Agreement means the document of that name between the Landlord and the Tenant dated on or about [] in respect of the parties' agreement in relation to their respective commercial and collaborative efforts to promote opportunities for research, student development, placements and future employment pathways at the Campus and for the broader community.

Normal Business Hours means 8 am to 5.30 pm on Business Days.

Operational Documents means the Landlord's policies and procedures in relation to the Building in place and as notified to the Tenant from time to time, including induction handbooks, tenant's works handbooks, fitout or works guides, tenant contractor guides and workplace health and safety management plans.

Permitted Use means the permitted use described in Item 6 of the Reference Schedule.

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable (whether the information or opinion is true or not and whether the information or opinion is recorded in material form or not) or such other meaning given to it in the Applicable Privacy Law.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Title Reference 51342678

PPSR means the Personal Property Securities Register.

Premises means the premises described in Item 5 of the Form 7 in this Lease and includes the Landlord's Property.

Reference Schedule means the particulars in clause 1.1 of this Lease.

Records means any data, dataset, database, material, books, documents or information:

- (a) disclosed or made available by or on behalf of the Landlord to the Tenant for use, processing, storing or hosting by the Tenant at the Premises or in respect of the Tenant's use of the Premises; and
- (b) created, produced or derived from the use, processing, storing or hosting of that data, dataset, database, material, books, documents, or information by the Tenant at the Premises or in respect of the Tenant's use of the Premises.

Rent means the amount of rent in Item 4 of the Reference Schedule..

Security Interest means any or all of:

- (a) a charge, mortgage, lien, or pledge; or
- (b) a security interest within the meaning of the PPSA.

Services means all gas, electricity, telephone, data, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator, and security services and all other utilities, services or systems provided in the Campus.

Special Conditions means the special conditions (if any) contained in the Special Conditions Schedule forming part of this Lease.

Stipulated Rate means 10% per annum.

Tenant means the lessee named in Item 3 of the Form 7 in this Lease and each executor, administrator, successor and permitted assign of that party.

Tenant's Agents means each employee, officer, agent, contractor, consultant, customer, workman, invitee, client, visitor, subtenant, licensee, concessionaire and any other person who may at any time be in or upon the Premises under the control, direction or invitation of the Tenant.

Tenant's Property means all fixtures, fittings, equipment, stock, and other articles in the Premises or at the Campus owned or brought on by the Tenant.

Term means the period commencing on the Commencement Date and ending on the Expiry Date.

1.3 Interpretation

Unless expressed to the contrary:

- (a) headings and boldings are for convenience only and do not affect the interpretation of this document;
- (b) where a term used in this Lease appears in bold type in the Reference Schedule, that term has the meaning shown in the Reference Schedule;

Title Reference 51342678

- (c) where an expression is defined anywhere in this document another part of speech or grammatical form of that expression has a corresponding meaning;
- (d) if a party consists of more than one person, this document binds them jointly and each of them severally;
- (e) the Special Conditions form part of this Lease. To the extent of any inconsistency between the Special Conditions and any of the terms of this Lease, the Special Conditions shall prevail;
- (f) a reference to:
 - (i) an individual or person includes a firm, corporation, incorporated association, and government or statutory body or Authority;
 - (ii) any gender includes all genders;
 - (iii) the singular includes the plural and vice versa;
 - (iv) recitals, clauses, schedules or annexures are to recitals, clauses, schedules or annexures of or to this document;
 - (v) a statute, ordinance or other Law includes regulations and other statutory instruments made under it and consolidations, amendments and re-enactments of it;
 - (vi) money is to Australian currency;
 - (vii) this document or another document includes the document as varied or replaced; and
 - (viii) any party to this document, or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns; and
- (g) in this Lease, no rule of construction applies to the disadvantage of the party preparing this Lease on the basis that it prepared or put forward this Lease or any part of it.

2. Grant of Lease

2.1 Lease for the Term

The Landlord grants the Tenant the Lease of the Premises for the Term.

2.2 Quiet Enjoyment

Subject to the Landlord's rights under this Lease, while the Tenant complies with its obligations under this Lease, it may occupy the Premises during the Term without interference by the Landlord.

2.3 Holding Over

If the Tenant continues to occupy the Premises after the Expiry Date with the written consent of the Landlord, the Tenant does so as a monthly tenant on the same terms as at the Expiry Date and either party may terminate the tenancy by giving the other one month's notice expiring at any time.

3. Rent

3.1 Tenant to Pay Rent

The Tenant must pay the Landlord the Rent, if demanded.

Title Reference 51342678

4. Tenant's General Payments

4.1 Amounts Payable by Tenant

The Tenant must also pay:

- (a) for all Services provided to the Premises (whether provided separately to the Premises, or in common with the Premises and other tenancies) including water, electricity, gas, cleaning, waste collection and telecommunications when due;
- (b) for any insurance premium relating to its occupation or use of the Premises when due;
- (c) rates, taxes, charges, or other costs and assessments in respect of the Premises or this Lease;
- (d) within 10 days after notice by the Landlord, the Landlord's reasonable costs and all charges, duties, fees and expenses relating to:
 - (i) any request for consent or approval of the Landlord or a mortgagee;
 - (ii) any breach or default by the Tenant and the exercise or proposed exercise of any right, power or remedy available to the Landlord; and
 - (iii) the surrender or termination of this Lease;
- (e) all expenses due solely to the Tenant's use of the Premises; and
- (f) for all Services provided to the Premises outside the Normal Business Hours at the request of the Tenant, including without limitation after hours air-conditioning services, at the rate determined by the Landlord from time to time (acting reasonably).

4.2 On-supply of Services

The Landlord may elect to buy electricity, gas, water and other Services in bulk and sell them to the Tenant and other occupiers of the Campus or to enter into an on-sale agreement with a third party supplier who sells those Services to the Tenant. If the Landlord does so, then:

- (a) the Landlord, or any third party supplier, may not charge more than the lower of:
 - (i) the highest amount recoverable at Law; or
 - (ii) the amount the Tenant would have paid to the supplier from whom the Landlord, or any third party supplier, has acquired that supply;
- (b) the Landlord, or any third party supplier, may, at their election, cease to obtain the Service in bulk on-supplying it to the Tenant; and
- (c) the Landlord, or any third party supplier, will not be liable to the Tenant for any failure of the supply of the Service.

4.3 Goods and Services Tax

The Landlord and Tenant acknowledge that the Rent has been negotiated without any allowance for GST. Regardless of any other provision of this Lease, if GST is imposed on any supply made to the Tenant under or in accordance with this Lease the amount the Tenant must pay for that supply is increased by the amount of that GST. The Landlord must give the Tenant a valid GST tax invoice.

Title Reference 51342678

4.4 Third Party Supplies

If:

(a) this Lease requires the Tenant to reimburse the Landlord for a supply made under the Lease by a third party; and

(b) the Landlord is entitled to claim an input tax credit on any amount paid by it for that supply,

then the amount that the Tenant must pay for that supply is the amount that the Landlord paid for that supply:

(c) less the input tax credit;

(d) plus GST required to be paid by the Tenant under clause 4.3.

4.5 Readjustment

(a) If an adjustment event arises in respect of a taxable supply made by a supplier under this Lease, the amount payable by the recipient under this Lease will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

(b) Where a party is required under this Lease to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

(i) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and

(ii) if the payment or reimbursement is subject to GST, an amount equal to that GST.

4.6 Payment Authority

The Tenant and the Landlord authorise the Landlord's solicitors, pursuant to the *Trust Accounts Act 1973* (Qld), to apply any moneys of the Tenant or the Landlord held in trust by the Landlord's solicitors for any purpose towards payment of all costs and expenses referred to in this Lease.

5. Tenant's General Obligations

5.1 Permitted Use

(a) The Tenant must:

(i) only use the Premises for the Permitted Use;

(ii) carry on the Permitted Use in a competent and professional manner;

(iii) as far as reasonably practicable, use the Premises for the Permitted Use and consistent with the objectives of the MCA;

(iv) not use the Premises for any purpose which is inconsistent with the objectives of the MCA ; and

(v) at its cost, obtain and keep current all permits, consents and approvals of any Authority for the Tenant's use of the Premises.

Title Reference 51342678

- (b) The Landlord does not warrant that the Premises is suitable for carrying on the Permitted Use or any other use.

5.2 Compliance with Directions and Laws

The Tenant must comply with:

- (a) the rules and reasonable directions of the Landlord in relation to the operation, safety, use, occupation or management of the Premises; and
- (b) any Laws and requirements of any permits, notices, orders, approvals or consents required from any Authority relating to this Lease, the Premises, the Tenant's use of the Premises, and the health and safety of people using the Premises.

5.3 Conduct

The Tenant must not:

- (a) allow the Premises to be used for any illegal, immoral, offensive or unlawful purpose or do anything that causes nuisance, damage or disturbance to any other person;
- (b) cause annoyance, nuisance, grievance, damage or disturbance to other tenants or occupiers of the Campus or of any adjacent premises;
- (c) overload the Services or floors of the Premises, or otherwise use any part of the Premises for a purpose other than that for which it was constructed;
- (d) interfere with any of the Services to the Premises or the Campus;
- (e) use the Premises, Common Areas, Campus, Landlord's Property, Tenant's Property or any appurtenances within these for any purpose other than that for which they were designed and constructed;
- (f) without the Landlord's prior approval (given or withheld in its absolute discretion), erect, paint, affix or display any advertisement or sign on the Premises or any Common Area or in the Premises if visible from the exterior of the Premises;
- (g) mark, paint, drill, deface or damage any part of the Premises;
- (h) store chemicals, flammable liquids, acetylene, gas, alcohol, volatile or explosive oil compounds or substances on the Premises except if it is necessary and proper for the Tenant's business permitted under this Lease;
- (i) do or omit to do anything to or upon the Premises which may increase the rate of any insurance on the Premises, the Building or any property in them;
- (j) leave any doors unlocked when the Premises is unoccupied;
- (k) use any form of power other than those supplied via the Services to the Premises or overload those Services; or
- (l) hold or cause to be held any auction, fire, closing down or bankruptcy sale in or about the Premises.

Title Reference 51342678

5.4 Maintenance

- (a) The Tenant must, at its cost:
- (i) keep the Premises clean, tidy and free of insects, vermin and animals;
 - (ii) keep the Premises, the Landlord's Property in the Premises, and the Tenant's Property in good and substantial repair, order and condition, equivalent to their repair, order and condition at the Commencement Date;
 - (iii) if the Premises is serviced by a separate air conditioning unit or system, maintain and repair the unit or system, and engage a recognised air conditioning maintenance contractor (to be approved by the Landlord) to service the unit or system on a regular basis and in accordance with manufacturer's instructions and recommendations;
 - (iv) keep maintenance contracts in relation to the Services within the Premises current with a recognised maintenance company approved by the Landlord and produce a copy of those contracts along with the service reports and evidence of currency to the Landlord when requested to do so;
 - (v) ensure all fire safety equipment and installations in the Premises including sprinkler systems, hose reels, extinguishers, blankets and signage are regularly inspected, maintained and serviced in accordance with manufacturer's specifications and applicable Laws from time to time, including the upgrading or installation of any fire safety equipment and installations as required by Law from time to time, and provide Occupier's Statements as required by section 55A of the *Building Fire Safety Regulation 2008* (Qld);
 - (vi) repair or replace any broken glass within the Premises or forming the boundary of the Premises;
 - (vii) repair or replace all faulty lights, bulbs and tubes in the Premises; and
 - (viii) keep all drains within the Premises clear and free of debris.
- (b) In addition to the obligations contained in clause 5.4(a), the Tenant must, every five years during the Term and any Further Term and in any event on the expiration or sooner determination of this Lease, refurbish the Premises to a standard in keeping with the Building, including:
- (i) installing new finishes to internal walls and ceilings;
 - (ii) replacing carpet and floor coverings;
 - (iii) installing new signage and lighting; and
 - (iv) upgrading or updating the shop front.

Any refurbishment must be approved by the Landlord and completed promptly in accordance with the Landlord's reasonable requirements and the Operational Documents.

- (c) If the Tenant fails to do anything required under this clause, or make any payment required to be made by the Tenant under this clause, the Landlord may do so. Any amounts paid by the Landlord, or costs incurred by the Landlord in doing so, must be reimbursed by the Tenant to the Landlord and may be recovered by the Landlord as rent in arrears.

Title Reference 51342678

- (d) Nothing in this clause will require the Tenant to:
- (i) repair damage caused by reasonable wear and tear, explosion, earthquake or other natural disasters, aircraft, civil commotion, fire, flood, storm, war or terrorism; or
 - (ii) undertake any capital or structural repair of the Landlord's Property in the Premises, or any structural defects in the Premises,

unless the repairs are necessary as a result of an act, default, misconduct, neglect, negligence or omission of any kind of the Tenant or the Tenant's Agents.

- (e) The Tenant must immediately notify the Landlord as soon as it becomes aware of any defect or want of repair, or damage or injury occurring in the Premises or Services, or any other circumstances likely to cause danger to any person or property in the Premises.

5.5 Cleaning

The Tenant must keep the Premises clean and tidy and must at its own cost engage professional cleaners for the regular daily cleaning of the Premises, both interior and exterior, and the Common Area immediately adjacent to the Premises.

5.6 Refuse

The Tenant must at its cost:

- (a) remove all waste material and rubbish from the Premises daily and store it in appropriate containers and receptacles stored in areas appointed by the Landlord; and
- (b) cause a professional waste management firm to regularly empty the containers and receptacles.

5.7 Alterations

- (a) The Tenant must not, without the prior approval of the Landlord, cut, deface, drill, mark or affix anything to the floor, floor coverings, ceilings, walls, windows or window furnishings of the Premises, or otherwise alter, or carry out any works, in the Premises.
- (b) The Landlord may not unreasonably withhold consent to any request for approval under clause 5.7(a), except to the extent that any proposed works would adversely affect the structure of or Services to the Building. The Landlord may impose reasonable conditions on any request for approval.
- (c) If the Tenant requests the Landlord's approval under clause 5.7(a), the Tenant must provide the Landlord with any details required by the Landlord, and following provision of all details required by the Landlord, the Landlord will consider the Tenant's request promptly.
- (d) The Tenant must ensure that any works carried out under this clause are carried out:
 - (i) in accordance with the Landlord's reasonable conditions notified under clause 5.7(a);
 - (ii) by appropriately qualified and insured contractors who are approved by the Landlord;
 - (iii) in a proper and workmanlike manner;
 - (iv) in a manner that does not cause damage, nuisance or inconvenience to the Landlord or any occupier of the Campus;

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- (v) according to all Laws and requirements of any Authority;
 - (vi) according to plans, specifications and schedules of finishes approved by the Landlord; and
 - (vii) according to the Landlord's reasonable requirements, the Operational Documents, any fitout guide or works specifications required by the Landlord from time to time.
- (e) The Tenant must pay the Landlord all costs incurred by the Landlord in considering the Tenant's request and the Tenant indemnifies the Landlord for any cost incurred as a result of the request, obtaining any consent associated with the request and carrying out any works resulting from an approval to the request.

5.8 Laws and Policies

Without limiting the Tenant's obligations under clause 22, the Tenant must:

- (a) comply with the rules and reasonable directions of the Landlord in relation to the operation, safety, use, occupation or management of the Premises;
- (b) comply with all Laws (including without limitation, the *University of the Sunshine Coast Act 1998* (Qld)) and requirements of any Authority Approval required or otherwise relating to this Lease, the Premises, the Tenant's use of the Premises, and the health and safety of people using the Premises;
- (c) comply with and any policies and procedures promulgated by the University (as varied or replaced), including but not limited to, the *Conduct on University Premises – Managerial Policy, Parking – Managerial Policy* and the *Conditions of Parking*;
- (d) not use the Common Areas and any facilities on the Campus for any purpose other than that for which they are designed and constructed;
- (e) align its waste streams with the Landlord's Campus-wide recycling program.

5.9 Use of Common Areas

- (a) In common with other persons authorised by the Landlord, the Tenant and the Tenant's Agents may use the Common Areas for the purposes for which they were designed or intended.
- (b) The Tenant must comply with all reasonable directions and rules given to it by the Landlord relating to conduct in the Common Areas from time to time.
- (c) The Tenant must not interfere with or impede other persons using the Common Areas nor will it permit any of the Tenant's Agents to do so.

5.10 Environmental Contamination

- (a) The Tenant is responsible for the presence of any Contaminant on, in or around the Premises caused or contributed to either by the Tenant or present as a result of the Tenant's use or occupation of the Premises.
- (b) On the earlier of:
 - (i) the discovery of any Contaminant on the Premises caused or contributed to by the Tenant or present as a result of the Tenant's use or occupation of the Premises; and

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(ii) the expiry or sooner determination of this Lease,

the Tenant must remediate the Premises and remove all Contaminants on the Premises caused or contributed to by the Tenant to the satisfaction of the Landlord and in accordance with the requirements of the relevant Laws and relevant Authority.

(c) The Tenant is responsible for and indemnifies and keeps indemnified the Landlord against all Claims suffered or incurred in relation to the presence of any Contaminant on, in or around the Premises caused or contributed to by the Tenant or present as a result of the Tenant's use or occupation of the Premises.

5.11 Emergency Evacuation Procedure and Drills

The Tenant must:

- (a) comply with all of the Landlord's requirements in relation to participation in emergency evacuation procedures and drills and ensure that its employees also participate in the procedures and drills; and
- (b) not make or permit any of its employees to make any Claim against the Landlord in connection with anything covered by this clause and the Tenant indemnifies the Landlord against any Claim arising from the emergency evacuation procedures or drills.

5.12 No Exclusive Use

The Tenant's right to conduct the Permitted Use is not exclusive to the Tenant and the Landlord may permit other persons to conduct similar uses or businesses in or from the Campus.

5.13 No Residential Use

The Premises (or any part of them) may not be used as sleeping quarters, lodging rooms or for any residential purposes.

5.14 Public Address System

The Tenant may not without the Landlord's consent operate or permit to be operated any public address system, radio, television, loudspeaker or similar thing so that it is heard outside the Premises.

5.15 No Smoking

The Tenant must not, and must not permit the Tenant's Agents to, smoke in the Building or on the Campus.

5.16 Tenant's Trading Name

The Tenant will not trade or operate from the Premises under any name other than a name approved by the Landlord (acting reasonably).

6. Risk, Indemnities and Insurances

6.1 Tenant's Risk

- (a) Unless otherwise specified, anything that the Tenant is required or permitted to do under this Lease, including the Tenant's occupation and use of the Premises and the Tenant's Property, is at the risk, cost and expense of the Tenant.

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- (b) The Landlord is not responsible to the Tenant for:
- (i) any act, omission, neglect or default; or
 - (ii) any non-observance of any lease or other right of occupation,
- by any occupier of other premises in the Campus or any other person.

6.2 Indemnities

- (a) The Tenant:
- (i) releases the Landlord from all Claims arising from any loss, damage, injury or death in the Premises, except to the extent caused by the gross negligence or wilful act or omission of the Landlord; and
 - (ii) indemnifies, and agrees to keep indemnified, the Landlord against all Claims that the Landlord suffers or incurs as a result of any act or omission of the Tenant (whether or not the act or omission of the Tenant constitutes a breach of the provisions of this Lease) or as a result of a defect in the Tenant's Property, including, where the Landlord has exercised a right to terminate this Lease or because the Tenant has repudiated this Lease costs and expenses the Landlord incurs in seeking a replacement tenant and granting a replacement lease (including any incentive(s) granted to a replacement tenant).
- (b) In this clause, "Landlord" includes the agents, contractors and employees of the Landlord.

6.3 Insurances

- (a) The Tenant must effect and keep current:
- (i) plate glass insurance for the plate glass on the Premises, whether or not forming part of the external walls, for its replacement value;
 - (ii) public liability insurance for the Premises, for an amount not less than \$20 million in respect of any single claim;
 - (iii) a comprehensive policy in respect of the Tenant's Property for its full insurable value against all usual risks;
 - (iv) workers' compensation insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003* (Qld) for all workers of the Tenant; and
 - (v) any other form of insurance as the Landlord may reasonably require.
- (b) The insurance policies referred to in clause 6.3(a) (except for clause 6.3(a)(iv)) must:
- (i) be effected with an insurance company approved by the Landlord;
 - (ii) be taken out in the name of the Tenant and note the interest of the Landlord (and any other person specified by the Landlord);
 - (iii) cover the risks and indemnities in clauses 6.1 and 6.2 above;
 - (iv) contain a clause to the effect that the insurer must notify the Landlord at least 30 days prior to the cancellation or non-renewal of such policies; and

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- (v) be copied to the Landlord on request.
- (c) The Tenant must not do anything to cause an increase in the insurance premiums for, or prejudice or render void or voidable, the policies referred to in clauses 6.3(a) and 6.3(b) or which may affect rights under any insurance or increase any insurance premiums payable in connection with the Premises, the Land, the Building or the Campus, or any property in them, including by:
 - (i) without the consent of the Landlord, storing or using in the Premises anything that is flammable, toxic or generally hazardous; or
 - (ii) failing to give the Landlord and insurers full and true information of all matters relevant to the policies that are known to the Tenant.

7. Landlord's Rights

7.1 Right of Entry

Subject always to Special Condition 23, the Landlord may, on reasonable notice (which is not required in emergencies), enter the Premises with any persons, materials or equipment required to:

- (a) inspect them and to ascertain their repair, condition and value or to determine if the Tenant is in breach of this Lease;
- (b) show them to prospective purchasers of the Premises;
- (c) during the last year of the Term, any holding over, or any period when the Tenant is in default under this Lease, show them to prospective tenants;
- (d) clean, install, maintain, or repair the Landlord's Property or the Services in or adjacent to the Premises;
- (e) carry out any maintenance and repairs or other works to the Premises; or
- (f) comply with any Laws and requirements of any permits, approvals or consents required from any Authority for which the Tenant is not liable under the Lease.

The Landlord must not interfere with the Tenant's use of the Premises more than is reasonably necessary when exercising its rights under this clause.

7.2 Right to Rectify

After giving the Tenant reasonable notice, the Landlord may do anything which the Tenant should have done under this Lease which the Tenant has not done, or which the Landlord reasonably considers has not been done properly, and recover the cost of it doing so from the Tenant. If under this clause, the Landlord elects to pay an amount that was payable by the Tenant under this Lease, the Landlord may also charge the Tenant daily interest on the payment at the Stipulated Rate.

7.3 Agents

The Landlord may appoint agents or others to exercise any of its rights or perform any of its duties under this Lease.

7.4 Rules for the Premises

- (a) The Landlord may make or vary rules that are consistent with this Lease in connection with the operation, use, management or occupation of the Premises or the Campus.

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- (b) The Tenant must at all times observe the rules made by the Landlord under clause 7.4(a).

7.5 Dealing with the Land

The Landlord may:

- (a) grant easements or any other rights over the Land; and
(b) may use any part of the Land not forming part of the Premises for any purpose.

7.6 Services, Works and Restrictions

Subject always to Special Condition 23, if the Landlord takes reasonable steps to minimise interference with the Tenant's business (which steps need not be taken in an emergency) the Landlord may:

- (a) install, operate, use, maintain, repair, alter, remove, replace and temporarily interrupt Services both inside and outside the Premises;
(b) carry out works on the Land or adjacent land, or in or outside the Building (including excavations, demolition, refurbishment and redevelopment);
(c) close or use the Common Areas; and
(d) restrict access to loading docks, pick-up and delivery areas and parking areas,

and the Tenant will not bring any Claim against the Landlord for exercising its rights under this clause and the Landlord will not be liable to the Tenant for any Claim arising from the exercise of its rights under this clause.

7.7 Development of Campus

Without prejudice to the Landlord's obligations under this Lease, the Tenant acknowledges that the Landlord has the right at any time to develop or redevelop any part of the Campus, including by constructing additional buildings which will or may share the Car Park and the Common Areas with the Premises, and the Tenant will not bring any Claim against the Landlord for exercising its rights under this clause and the Landlord will not be liable to the Tenant for any Claim arising from the exercise of its rights under this clause.

7.8 External Walls and Roof

The Landlord may use and deal with the external walls and roof of the Building for any purpose.

8. Transfers and Other Dealings

8.1 Dealings by Tenant

The Tenant must not assign, sublet, licence, mortgage, charge or otherwise deal with its interest in the Premises.

8.2 Corporate Tenant

If the Tenant is a corporation, other than a corporation whose shares are listed on the Australian Stock Exchange, any event that alters the effective control of 50% or more of the issued share capital or voting rights of the corporation is an assignment of the Lease.

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9. Default

9.1 Events of Default

The Tenant will be in default of this Lease if the Tenant:

- (a) fails to pay any money payable to the Landlord under this Lease whether formally demanded or not;
- (b) breaches a provision of this Lease (other than a provision referred to in clause 9.1(a)), and fails to remedy the breach within a reasonable time after receiving notice from the Landlord to do so;
- (c) being a natural person, becomes bankrupt;
- (d) being a corporation, becomes externally administered under the Laws relating to insolvency;
- (e) is a trustee and clause 10.2 applies; or
- (f) assigns its property for the benefit of creditors.

9.2 Consequences of Default

- (a) If the Tenant defaults and does not remedy the default when the Landlord requires it to do so, the Landlord may:
 - (i) re-enter and take possession of the Premises;
 - (ii) by notice to the Tenant, terminate this Lease;
 - (iii) by notice to the Tenant, convert the unexpired portion of the Term into a tenancy from month to month;
 - (iv) exercise any of its other legal rights; or
 - (v) recover from the Tenant or the Guarantors (if any) any loss suffered by the Landlord due to the Tenant's default,or any combination of the above.
- (b) If the Tenant repudiates this Lease or breaches an essential term of this Lease and the Landlord terminates this Lease, the Landlord may recover all money payable by the Tenant under this Lease up to the end of the Term. However, the Landlord must minimise its loss.
- (c) The essential terms are:
 - (i) to use the Premises for only the Permitted Use (clause 5.1);
 - (ii) to repair and maintain (clause 5.4);
 - (iii) the requirements for making alterations to the Premises (clause 5.7);
 - (iv) not to assign, sublet or deal with the Lease (clause 8.1); and
 - (v) the Tenant's obligations on the Expiry Date or earlier termination of this Lease (clause 11.1).

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- (d) The Landlord's entitlement to damages is not limited or affected if:
 - (i) the Tenant abandons the Premises;
 - (ii) the Landlord elects to re-enter the Premises or terminate this Lease;
 - (iii) the Landlord accepts the Tenant's repudiation; or
 - (iv) the parties' conduct constitutes or may constitute a surrender by operation of Law.
- (e) The Landlord may remedy any default by the Tenant and recover its costs of doing so from the Tenant as a liquidated debt.

9.3 Waiver

- (a) No waiver by the Landlord is effective unless it is in writing.
- (b) Despite the Landlord's knowledge at the time, a demand for money owing by the Tenant or the subsequent acceptance of money does not constitute a waiver of any earlier default by the Tenant.

9.4 Tender after Termination

Any money tendered by the Tenant after termination and accepted by the Landlord will be applied towards money owing under this Lease at the Landlord's discretion.

9.5 Interest on Overdue Money

The Landlord may charge daily interest to the Tenant on any late payment by the Tenant at the Stipulated Rate.

9.6 Power of Attorney

- (a) If the Landlord exercises the power referred to in clause 9.2(a), the Tenant irrevocably appoints the Landlord, or if the Landlord is a corporation the directors of the Landlord jointly and severally, to be the attorney of the Tenant to do any act, matter or thing required to register a signed transfer or surrender of the Lease.
- (b) At any time after the power to re-enter contained in this Lease has arisen (proof of which will be a statutory declaration of the Landlord or an officer of the Landlord) the attorney may sign and register a transfer or a surrender of this Lease or withdrawal of caveat.
- (c) The Tenant will ratify and confirm any lawful act of the attorney.
- (d) The Registrar of Titles is authorised to act upon the statutory declaration and to accept it as sufficient evidence of the termination of this Lease.

10. Trusts

10.1 Tenant as Trustee

If the Tenant is acting in the capacity of trustee of a trust at any time during the Term, the Tenant:

- (a) is liable under this Lease in its own capacity and as trustee; and
- (b) warrants to the Landlord that it has power to, and has obtained any consent or approval necessary for it to, enter into this Lease and to perform all the obligations imposed on it under this Lease.

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10.2 Default

A Tenant referred to in clause 10.1 will be in default of this Lease if, without the consent in writing of the Landlord:

- (a) the terms of the trust are altered in any way;
- (b) the trustee is removed or retires as trustee of the trust, or an application is made for the removal of the trustee or for any accounts to be taken or for any property or funds to be brought into court or administered by or under the control of a court;
- (c) any new or additional trustee is appointed;
- (d) any capital distribution is made to beneficiaries;
- (e) any resettlement of any trust fund or part of it or any transfer to another trust or trustee is made;
- (f) the Tenant is in default of its obligations in respect of the trust;
- (g) the right of the trustee to be indemnified from trust assets in respect of any liability is in any way prohibited or restricted, or prior to the satisfaction of all liability under this Lease, the Tenant personally or as trustee exercises a right of indemnification, lien or charge to which it is entitled in respect of the trust assets;
- (h) the vesting date or termination of the trust occurs or is accelerated; or
- (i) the trustee (otherwise than in the ordinary course of business, as empowered under the terms of the trust) incurs any debt, disposes of any property, lends money, gives a security over any trust assets, mixes trust assets, compromises any claim in relation to trust assets or parts with possession of trust assets.

10.3 Landlord as Trustee

- (a) This clause applies if the Landlord holds the Land as trustee of a trust. This clause overrides any inconsistent provision in this Lease and extends to the Landlord's obligations and liabilities in any way connected or related to this Lease.
- (b) For the purposes of this clause:
 - (i) **Trust** means the trust having the beneficial ownership of the Land; and
 - (ii) **Trust Deed** means the trust deed, and any amendments, creating the Trust.
- (c) The Landlord enters into this Lease as trustee of the Trust and in no other capacity. A liability arising under or in connection with this Lease may only be enforced against the Landlord only to the extent to which it can be satisfied out of property of the Trust out of which the Landlord is actually indemnified for the liability.
- (d) The parties other than the Landlord may not sue the Landlord in any capacity other than as trustee of the Trust including seeking the appointment of external administrators to the Landlord.
- (e) No external party appointed in accordance with this Lease has authority to act on behalf of the Landlord in a way which exposes the Landlord to any personal liability.
- (f) The Landlord is not obliged to do or refrain from doing anything under this Lease unless its liability is limited as set out above.

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11. Expiry or Termination

11.1 Tenant's Obligations

On the Expiry Date, or earlier termination of the Lease, the Tenant must:

- (a) vacate the Premises and leave the Premises in good repair and condition;
- (b) unless otherwise approved or required by the Landlord, remove all Tenant's Property from the Premises;
- (c) undertake all Make Good Works to the satisfaction of the Landlord;
- (d) repair any damage caused by the removal of the Tenant's Property or the Make Good Works to the satisfaction of the Landlord; and
- (e) return all keys, security passes and other access devices held by the Tenant or its employees.

11.2 Failure to Remove Tenant's Property

- (a) If the Tenant does not remove the Tenant's Property in accordance with clause 11.1, in addition to any other rights or remedies, the Landlord may elect to treat the Tenant's Property as being abandoned, in which case title to the property will pass to the Landlord and the Landlord may:
 - (i) deal with the property as it thinks fit without being liable to account to the Tenant; and
 - (ii) remove and store or otherwise deal with the property as it thinks fit and recover the cost of doing so together with a reasonable administration fee as a liquidated debt from the Tenant.
- (b) The Tenant must pay the Landlord on demand all costs and expenses incurred arising from clause 11.2(a).

12. Damage or Destruction

12.1 Effect of Damage or Destruction

Clause 12.2 applies if the:

- (a) Premises is damaged or destroyed, so that it is wholly or substantially unfit for use by the Tenant; and
- (b) Tenant or its employees have not caused or contributed to the damage or destruction of the Premises.

12.2 Termination

- (a) The Tenant may terminate this Lease by 30 days' notice to the Landlord unless, within three months of the event causing the damage or destruction, the Landlord reinstates the Premises or notifies the Tenant that the Premises will be reinstated.
- (b) The Landlord may terminate the Lease by 30 days' notice to the Tenant if the Landlord considers that the damage to the Premises renders it impractical or undesirable to reinstate the Premises.
- (c) No liability attaches to any party as a result of termination under clauses 12.2(a) or 12.2(b), but the termination does not affect either party's accrued rights before termination.

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- (d) Nothing in this Lease obliges the Landlord to reinstate the Premises. If the Landlord reinstates the Premises, the Landlord is entitled to change the design, fabric or dimensions to comply with the requirement of any Law or Authority.

13. Force Majeure

Where a party is prevented, hindered or delayed from performing one or more obligations under this Lease (other than an obligation to pay money) by an Event of Force Majeure, then:

- (a) that party shall be excused from performance of the relevant obligation(s) to the extent it is so prevented, hindered or delayed by the Event of Force Majeure until such time as the party is no longer prevented, hindered or delayed from performing the relevant obligation(s) by the Event of Force Majeure;
- (b) that party must immediately notify the other parties hereto in writing of such prevention, hindrance or delay and advise them of the likely effect of the relevant Event of Force Majeure and the period of time it is likely to apply;
- (c) that party must use all reasonable endeavours to minimise the effect of the said Event of Force Majeure and otherwise to bring it to an end; and
- (d) that party shall not be released from performing any other Obligations under this Lease which are not so prevented, hindered or delayed by the Event of Force Majeure by the due date for performance.

14. Resumption

The Landlord may terminate this Lease by six months' notice to the Tenant if the whole or any part of the Premises, Campus or Land is resumed by an Authority and:

- (a) the Lease will terminate at the expiry of the notice period;
- (b) the Tenant will vacate the Premises by the termination date;
- (c) the parties will sign all reasonably necessary documents to surrender the Lease and allow for it to be removed from any register (failing which the provisions of clauses 9.2 and 9.6 apply); and
- (d) the Tenant has no Claim against the Landlord for the termination but retains its rights for any accrued breaches.

15. Conversion of Title and Other Dealings

15.1 Conversion of Title

- (a) The Landlord may enter into any dealing (**New Dealing**) as follows:
- (i) convert the title of the Campus or any part of it under any statute;
- (ii) grant a lease (including a head lease or concurrent lease) of the Campus or any part of it to any person; or
- (iii) do any combination of those things.
- (b) The Tenant must within 14 days of written request by the Landlord, procure the discharge of any dealing (whether registered or not) lodged by or on behalf of the Tenant in respect of the Campus

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that may have the effect of prohibiting or hindering registration of the New Dealing. Any discharge must take effect on or before the date of registration of the New Dealing (**Date of Registration**).

- (c) The Tenant must also contemporaneously sign and deliver to the Landlord a new lease or sublease, as the case may be (**New Lease**) of the Premises for the Term and all other documents that the Landlord may reasonably require (including a surrender of this Lease) to facilitate the stamping and registration of the New Dealing and any discharge or New Lease, as the case may be. The Landlord must also promptly sign the documents upon receipt of them from the Tenant.
- (d) The New Lease must be prepared by and at the cost of the Landlord and must contain the same terms and conditions as this Lease together with any modifications that the Landlord may reasonably require because of the changed circumstances. The Landlord must pay the Tenant's reasonable legal costs, stamp duty and registration fees for any surrender and the New Lease.
- (e) The New Lease must commence on the Date of Registration.

15.2 Other Dealings

- (a) The Landlord may, in respect of the Premises, the Common Areas and Car Parks of the Campus, or any part of them, at any time in the Landlord's discretion:
 - (i) construct, maintain and operate lighting facilities and landscaping facilities;
 - (ii) construct new Car Parks, including surface, underground, elevated or stacked Car Parks;
 - (iii) increase or decrease the size, location or number of Car Parks and Common Areas, change their composition or arrangement, change their means or direction of access and egress;
 - (iv) close them in whole or in part, temporarily or permanently if the Landlord considers, in its sole discretion, it is necessary or desirable to do so;
 - (v) construct buildings or improvements on the Common Areas and Car Parks; or
 - (vi) do anything else which the Landlord thinks is necessary or appropriate for the management, promotion or operation of the Campus and the Tenant may not make any Claims against the Landlord.
- (b) The Landlord may increase or decrease the size of, alter or reconstruct the Campus or any part of it.

16. Bank Guarantee

- (a) The Tenant must provide the Landlord with the Bank Guarantee prior to entering into possession of the Premises, and must keep the Bank Guarantee current and enforceable at all times.
- (b) The Bank Guarantee is provided as security for the due and punctual observance of all the terms, covenants and obligations of the Tenant under the Lease.
- (c) If the Tenant fails to duly and punctually observe or perform any of the terms, covenants or obligations under the Lease or the Landlord believes (in good faith) that it has an entitlement to claim on the Bank Guarantee, the Landlord may (without notice to the Tenant) call up or appropriate, as the case may be, and apply the Bank Guarantee or so much of it as the Landlord considers necessary, to compensate the Landlord for any loss or damage suffered or likely to be suffered by the Landlord as a result of the Tenant's breach. Any appropriation by the Landlord does not waive the Tenant's breach and will not prejudice any rights of the Landlord. For clarity, it is not a precondition to the exercise of the Landlord's rights under this clause that a court determines whether an actual breach of this Lease has occurred.

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- (d) On each Review Date under this Lease, the Tenant must provide a replacement Bank Guarantee or an additional Bank Guarantee so that the amount of the Bank Guarantee(s) is increased in the same proportion as any increase in rental arising from a review of the Rent. The replacement or additional Bank Guarantee must be delivered by the Tenant to the Landlord within 14 days of final determination of the rent review, and will thereafter be held by the Landlord for the purposes above.
- (e) The Tenant must immediately on demand reinstate any part of the Bank Guarantee applied by the Landlord pursuant to clause 16(c). This clause survives the Expiry Date or termination of the Lease.
- (f) If the Landlord sells the Land and the Bank Guarantee is not assignable, then the Tenant will, in accordance with the Landlord's request and at the Tenant's cost, provide a replacement bank guarantee in favour of the purchaser of the Land, and in exchange for that replacement bank guarantee the Landlord will return to the Tenant the Bank Guarantee previously held by the Landlord. If the Tenant does not do so, the Landlord may call up the Bank Guarantee and give the proceeds to the purchaser of the Land to hold on the same basis as the Bank Guarantee.
- (g) The Landlord may, at its sole discretion, elect to accept a cash security deposit in lieu of the Bank Guarantee, in which case this clause 16 shall, so far as is practicable, be read and construed on the basis that references to "Bank Guarantee" are to the security deposit.
- (h) This clause 16 survives the Expiry Date or termination of the Lease.

17. General

17.1 Exclusion of Implied Covenants and Powers

The following statutory provisions do not apply to and are not implied in this Lease:

- (a) sections 105, 107 and 109 of the *Property Law Act 1974* (Qld); and
- (b) to the full extent permitted by Law, any legislation that reduces an obligation of the Tenant or a Guarantor under this Lease, or that adversely affects the Landlord's exercise of a right or remedy under this Lease.

17.2 Notices

- (a) Any notice or other communication to a party under this Lease:
 - (i) must be in writing;
 - (ii) is sufficiently served if delivered personally, sent by prepaid mail, or sent by facsimile transmission to the recipient at the address or the facsimile number appearing in the Reference Schedule for the recipient, or such other address or facsimile number as the recipient may have notified to the sender;
 - (iii) is deemed to be received:
 - (A) if delivered personally, on the date of delivery;
 - (B) if sent by prepaid post, three Business Days after posting; or
 - (C) if sent by email transmission, upon the sender receiving a report on its server indicating that the email has been successfully sent to the recipient's email address for service; and

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- (iv) if served on a day which is not a Business Day, or after 5 pm, is deemed to be served on the next Business Day.
- (b) Any notice or other communication served by the Landlord is valid and effective if:
 - (i) signed by the Landlord, an attorney or solicitor of the Landlord, or if the Landlord is a corporation, if given under the common seal of the Landlord or signed by a director, company secretary or authorised officer of the Landlord; and
 - (ii) where the party to be served with the notice or communication comprises more than one person, the notice or communication is served in accordance with clause 17.2(a) on any one of those persons.
- (c) Any notice or other communication served by the Tenant must be signed by the Tenant, or if the Tenant is a corporation, must be given under the common seal of the Tenant.

17.3 Waiver

- (a) No waiver by the Landlord is effective unless it is in writing.
- (b) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under this Lease, does not result in a waiver of that right, power, authority, discretion or remedy.
- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this Lease or default under this Lease as constituting a waiver of that right, power, authority, discretion or remedy.

17.4 Severability

If any part of this document is, or becomes, legally invalid or unenforceable, the remainder of this document subsists and remains enforceable.

17.5 Entire Understanding

This document contains the entire agreement between the parties. All representations or agreements, whether oral or in writing made prior to the date of this document and relating to any matter dealt with in this document are merged in this document and do not have any effect from the date of this document.

17.6 Effect of Execution

- (a) Each Tenant and Guarantor is bound by this Lease even if this Lease is not registered.
- (b) This Lease is a deed, even if it is not registered.

17.7 Governing Law

- (a) This document is governed by the Law of Queensland.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and waives any objection to the venue of any legal process on the basis that the process has been brought in any inconvenient forum.

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17.8 Landlord's Consent

Unless otherwise stated if the Landlord's consent or approval is required:

- (a) the Landlord must consider the request promptly;
- (b) the Landlord may require the Tenant to comply with costs before giving consent; and
- (c) is not effective unless in writing.

17.9 PPSA Further Assurances

- (a) The Tenant acknowledges that:
 - (i) this Lease creates or may create a Security Interest in certain items of the Landlord's Property and the Tenant's Property for the purposes of the PPSA; and
 - (ii) the Landlord may register a financing statement in respect of that Security Interest on the Personal Property Securities Register.
- (b) The Tenant must do everything the Landlord reasonably requires to give full effect to this Lease including, in relation to any Security Interest in favour of the Landlord, and anything necessary for the purposes of enforcing, perfecting, registering, and exercising rights in connection with that Security Interest.
- (c) The Landlord need not give the Tenant any verification statement (or any other notice or statement of any kind under any provision of the PPSA) unless the notice is required by the PPSA and cannot be excluded.
- (d) Neither party is permitted to disclose any information of the kind described in section 275(1) of the PPSA, unless section 275(7) of the PPSA applies.
- (e) The Landlord and Tenant contract out of the Landlord's obligation to dispose of or retain collateral under section 125 of the PPSA.
- (f) The Tenant agrees not to register or allow, including for the purposes of the PPSA, any Security Interest over the Landlord's Property or any cash payment provided pursuant to clause 16.

17.10 Access Cards

The Tenant must:

- (a) use all access cards provided by the Landlord for access to the Premises and the Building in accordance with the Landlord's directions;
- (b) keep an accurate record of all holders of such access cards, and where permitted at Law, provide a copy of that record to the Landlord upon request; and
- (c) pay the Landlord the cost of providing any additional or replacement access card requested by the Tenant.

17.11 Lease Registration

The Landlord will attend to registration of the Lease at the Landlord's cost, including to procure a lease plan in registrable form and to lodge and register the Lease for registration. The Tenant hereby authorises and directs the Landlord to amend or complete this Lease as required for registration purposes.

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18. Building Works

18.1 Definitions

In this clause:

Building Works means any works to extend and upgrade the Building or the Campus, including without limitation, upgrade of any malls, car parks, entries, signage, public amenities, external facades and other common areas, that have been or are to be carried out by the Landlord at its cost from time to time during the Term.

Landlord's Builder means the builder or builders appointed by the Landlord from time to time to undertake Building Works.

Site Requirements means all reasonable directions or instructions from time to time given by the Landlord or the Landlord's Builder in relation to any Building Works and any works undertaken or to be undertaken by the Tenant pursuant to this Lease, including without limitation, any directions or instructions concerning policies and procedures on safety and any directions or instructions concerning industrial matters.

18.2 Landlord's Building Works

- (a) The Landlord is continually reviewing the layout and use of the Campus and may, subject to obtaining approvals from all relevant Authorities, carry out Building Works, during the Term and while the Tenant may be occupying the Premises.
- (b) If the Landlord carries out Building Works, it must ensure that they are completed:
 - (i) generally in accordance with all approvals obtained from the relevant Authorities for them; and
 - (ii) in a proper and workmanlike manner.
- (c) The Landlord may, subject to obtaining approvals from all relevant Authorities, make any changes to any plans which the Landlord may submit or may have submitted to the Tenant for any Building Works, including:
 - (i) erecting additional buildings or omitting any proposed building or structure (other than the Premises);
 - (ii) re-arranging traffic patterns and parking;
 - (iii) altering the size, shape or dimensions of any structures in the Building including mall areas; or
 - (iv) using alternative but not inferior materials,but in making changes, the Landlord must not:
 - (v) reduce the car parking facilities below those required by the relevant local Authority; or
 - (vi) materially reduce the Services provided to the Premises.

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18.3 Acknowledgement

The Tenant acknowledges that after the Commencement Date:

- (a) there may be some disruption caused to the Tenant by the Building Works or tenants in premises in the vicinity of the Premises completing their fitout works; and
- (b) the Landlord may still be carrying out Building Works or works elsewhere in the Campus.

18.4 No Claim

To the fullest extent permissible at Law, the Tenant may not:

- (a) make any Claim against the Landlord;
- (b) rescind or terminate this Lease; or
- (c) make any adjustment to the Rent or other monies payable under this Lease,

because:

- (d) changes are made to the plans for any Building Works;
- (e) the Landlord is doing Building Works or other works in the Campus;
- (f) there is an interruption to or failure in the supply of a Service or a malfunction or breakdown of plant, machinery or equipment in the Campus;
- (g) of the Site Requirements or the Tenant's obligation to comply with them; or
- (h) the Tenant suffers loss (including loss of trade or profits) or damage as a result of the Landlord or any tenant in premises in the vicinity of the Premises carrying out any Building Works,

provided that nothing in this clause limits the Tenant's right to claim damages from the Landlord where the Tenant suffers loss or damage to the Tenant's property because of the negligent act or omission of the Landlord in carrying out any Building Works.

18.5 Site Requirements

While any Building Works are in progress (and for so long as the Landlord may reasonably require after the completion of those Building Works) the Tenant will comply with the Site Requirements. The Tenant must ensure that any contractor of the Tenant also complies with any Site Requirement during that period.

19. Confidentiality

19.1 Parties' obligations

Each party must:

- (a) keep the Confidential Information of the other party confidential;
- (b) keep the Confidential Information of the other party secure;
- (c) not use or copy the Confidential Information of the other party for any purpose other than to perform that party's obligations or exercise that party's rights under this Lease;

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- (d) only allow access to the Confidential Information of the other party to the officers, employees and agents of that party, and to its contractors, related bodies corporate and affiliates (as relevant), who have a need to know the Confidential Information for the purposes of this Lease only and who are bound by obligations of confidence to that party to at least the standard contemplated under this clause;
- (e) not disclose the Confidential Information of the other party to any third party (other than with the other party's prior written consent); and
- (f) not use the Confidential Information of the other party to the disadvantage of that other party.

19.2 Exception

The obligations of confidence contemplated by this clause do not apply in relation to Confidential Information of another party to the extent that the Confidential Information is required to be disclosed under applicable law, but only if the disclosing party has given the other party all available notice to enable the other party to attempt to remove that requirement and the disclosing party only discloses the minimum information required. For the avoidance of doubt the Landlord will not be in breach of this clause by registering or lodging this Lease for registration with the Queensland Titles Registry.

19.3 Relief

Each party acknowledges and agrees that:

- (a) a breach of this clause in relation to another party's Confidential Information, may result in the other party suffering loss or damage as a result of that breach for which monetary remedies would not be adequate; and
- (b) if that party breaches, attempts to breach or threatens to breach this clause in relation to another party's Confidential Information, then that other party may, without waiving any of its other rights or remedies, seek injunctive relief including an injunction restraining that party from committing any breach of this Lease without the necessity of proving that any actual loss or damage has been sustained or is likely to be sustained by that party.

19.4 No Merger

This clause survives the expiration or termination of this Lease.

20. Privacy

20.1 Tenant to comply

The Tenant agrees to be bound by Applicable Privacy Law with respect to any act done or practice engaged in at the Premises and for the avoidance of doubt will comply with Applicable Privacy Law as if any exemption under s7(B)(5) of the *Privacy Act 1988* (Cth) did not apply.

20.2 Tenant's further obligations

Without limiting clause 20.1, the Tenant must:

- (a) immediately notify the Landlord:
 - (i) if it will need to take any action in relation to mandatory data breach notification requirements under any Applicable Privacy Laws;
 - (ii) upon becoming aware of any breach of this clause 20; or

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- (iii) upon becoming aware of or reasonably suspecting any unauthorised access, use, modification, disclosure or other misuse or loss of any Personal Information collected or accessed in connection with the use of the Premises; comply with, and assist the Landlord to comply with, any mandatory data breach notification requirements under Applicable Privacy Laws;
- (c) take such action and cooperate fully with the Landlord to investigate and mitigate the consequences of a breach, or suspected breach pursuant to 20.2(a)(i) or 20.2(a)(iii), including as required by Applicable Privacy Laws;
- (d) in the case of Personal Information of individuals resident in jurisdictions providing data subject rights, assist the Landlord to comply with the exercise by the individual of those data subject rights; and
- (e) fully cooperate with the Landlord to enable the Landlord to respond to applications for access to, or amendment of, a document containing an individual's Personal Information and to privacy complaints.

20.3 No Merger

This clause survives the expiration or termination of this Lease.

21. University Data and Systems

21.1 Data

The Landlord may provide the Tenant with, or coordinate access to, Personal Information and Records (together, **Landlord Data**). The Tenant agrees that it may only process, store or host Landlord Data within Australia and to that end, the Tenant shall ensure that all Landlord Data is processed, stored and hosted only in Australia and will ensure the Tenant retains effective control over how Landlord Data (including any Personal Information) is handled and stored.

21.2 Procedures

The Tenant must establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards to protect Landlord Data from destruction, loss and unauthorised access or alteration which procedures are industry standard (as determined by the Landlord acting reasonably). These obligations will continue both during the term of this Lease and for any applicable period after the expiry or termination of this Lease during which the Tenant continues to hold any Landlord Data.

21.3 Further obligations.

The Tenant shall ensure Landlord Data is used only for the purposes of the Permitted Use and that it does not do anything which may negatively affect any rights or obligations the Landlord has in regard to the Landlord Data and further, to the extent the Tenant holds any Landlord Data, the Tenant shall provide the Landlord with reasonable access to the Landlord Data.

21.4 End of Lease

Following the expiry or termination of this Lease, the Tenant will continue to store the Landlord Data in accordance with this clause 21 and subject to prevailing laws, will on the Landlord's written request, promptly retrieve and migrate the Landlord Data (in such format as the Landlord shall reasonably require) to the Landlord. If the Landlord does not request return of the Landlord Data before the date that is twelve (12) months from the expiry or termination of this Lease, subject to prevailing laws, the Landlord Data will be destroyed or securely erased.

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21.5 Landlord's IT System

Without limiting any of the Tenant's other obligations under this Lease in relation to Landlord Data, the Tenant will ensure that it complies with appropriate industry practices and standards in respect of any of Landlord's physical and computing environment, including hardware, software, equipment, network facilities and any other resources and facilities (as applicable) that the Tenant may come into contact or use (**Landlord's IT System**) to ensure the Tenant's actions do not impact the security and/or operation of the Landlord's IT System. In that regard, the Tenant shall only access and use that part of the Landlord's IT System for which the Tenant has been authorised by the Landlord in writing. The Tenant may not tamper with, hinder the operation of or make unauthorised modifications to the Landlord's IT System or maliciously or negligently introduce any harmful code to the Landlord's IT System.

21.6 Tenant Data Security Safeguards

The Tenant must maintain appropriate administrative, physical, and technical processes and safeguards to secure its systems and software, to the extent reasonably appropriate, the Landlord's IT System, and the Landlord Data from unauthorised access, disclosure, alteration, and use.

21.7 Tenant to Notify

The Tenant must notify the Landlord in writing, as soon as practicable, if it suffers any actual security breach (or becomes aware of a credible threat of a security breach) which may in any way affect or threaten to affect (or have the potential to affect or threaten to affect) the Landlord's IT System and/or the Landlord Data.

21.8 No Merger

This clause survives the expiration or termination of this Lease.

22. Policies and Procedures

22.1 Tenant to comply

The Tenant will, and will ensure that the Tenant's Agents will, when using the Premises or on the Land, avoid unnecessary interference with the Landlord's functions and activities, strictly comply with all reasonable directions and procedures including those relating to security, access to the Landlord's IT System and use of the Landlord's Data, its equipment or other resources, and workplace health and safety which are in effect at the Premises and will comply with the *University of the Sunshine Coast Act 1998* (Qld) and any policies or procedures promulgated by the Landlord (copies of which can be provided to the Tenant on request) including but not limited to:

- (a) Conduct on University Premises – Managerial Policy,
- (b) Parking – Managerial Policy and the Conditions of Parking,
- (c) Acceptable Use of ICT Resources - Governing Policy,
- (d) ICT Access Control – Operational Policy,
- (e) ICT Security – Operational Policy,

as varied or replaced.

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Special Conditions Schedule

23. Water Services

23.1 Definitions

In this clause 23, the following terms have the meanings set out below:

Water Services Area means the area shown approximately in the diagram in Annexure A and which houses the Water Services Equipment.

Water Services Equipment means all chilled water equipment including water pipes, valves, appurtenances and equipment within the Water Services Area.

23.2 Acknowledgement

The Tenant acknowledges that the Premises contains the Water Services Area which houses critical infrastructure comprising the Water Services Equipment

23.3 No Access or Interference

The Tenant covenants with the Landlord that neither the Tenant nor any of the Tenant's Associates will access the Water Services Area or interfere with the Water Services Equipment.

23.4 Landlord may Access

Notwithstanding any other provision of this Lease, the Landlord reserves the right to access the Water Services Area without notice to the Tenant at any time of the day or night where required to inspect, repair, maintain, alter or replace the Water Services Equipment. The Tenant may not make any Claim against the Landlord or the Landlord's Associates in respect of any such access.

24. Master Collaboration Agreement

24.1 Acknowledgement

The Landlord and the Tenant acknowledge and agree that the Master Collaboration Agreement is critical to the parties' continuing commercial and collaborative agreement in respect to the furtherance of the MCA Objectives from the Premises.

24.2 Termination Right

If the Master Collaboration Agreement is validly terminated or determined for any reason before the end of the Term, either party may, by not less than [one] month's notice in writing to the other, terminate this Lease, upon the expiry of which:

- (a) this Lease will be at an end;
- (b) the Tenant must deliver up the Premises in accordance with the terms of this Lease.

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25. Premises Fitout

25.1 Tenant to Fitout

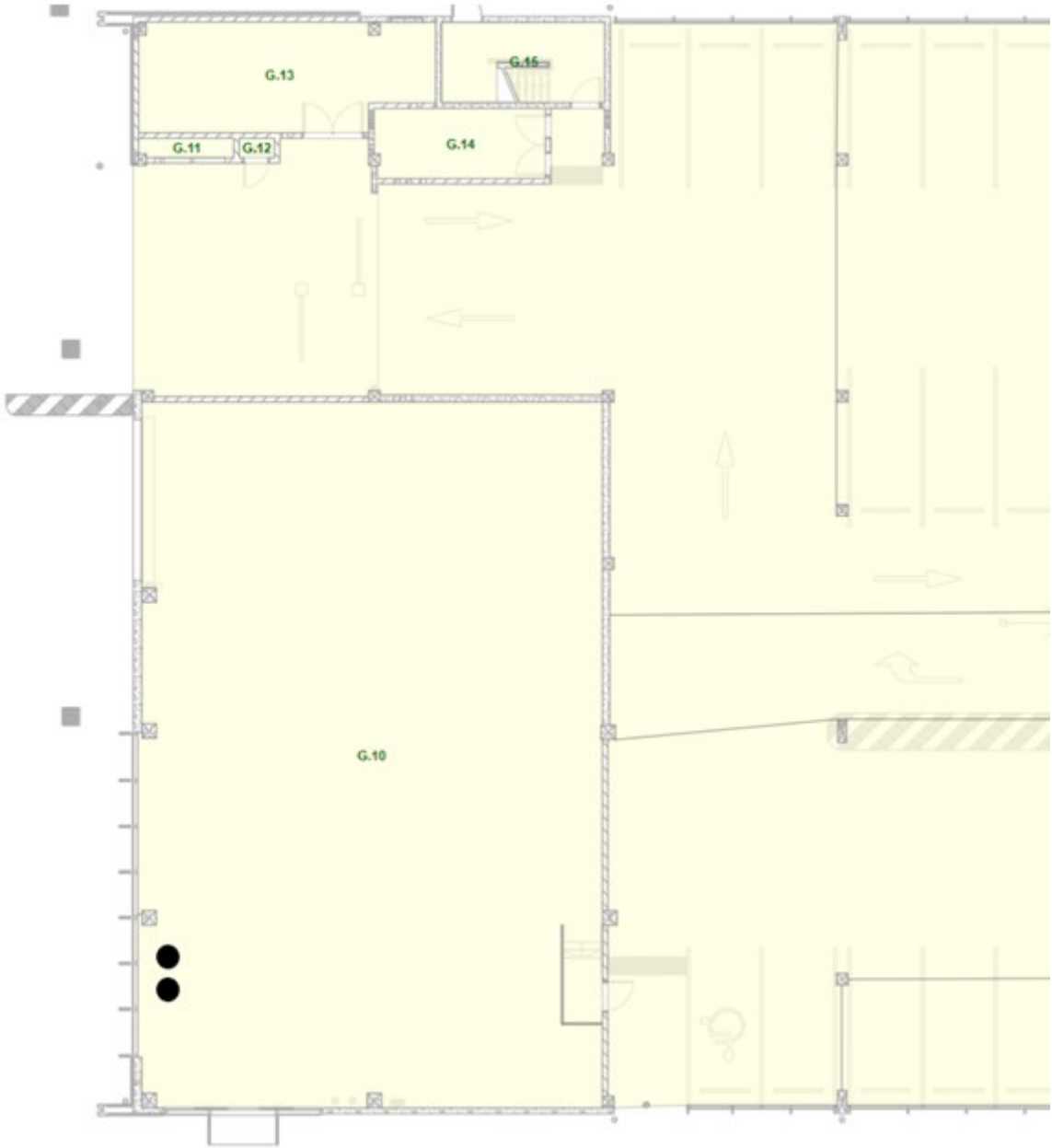
The Tenant covenants and agrees with the Landlord as follows:

- (a) The Tenant has inspected and accepts the Premises (including the Services to the Premises) in the state and condition existing at the Commencement Date;
- (b) The Tenant is responsible for undertaking its own fitout of the Premises at the Tenant's cost (and the Landlord is not required to contribute to that cost) (**Tenancy Fitout**);
- (c) The Tenancy Fitout must be carried out in accordance with clause 5.7.
- (d) The Landlord may require the Tenant to remove the Tenancy Fitout (or any part of it) and reinstate the Premises as part of the Tenant's Make Good Works.

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Annexure A Water Services Area

The Water Services Area is indicated by the two black circles on the left-hand side of the below floor plan in Room G.10.



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Annexure B Plan of the Premises

BUILDING A2

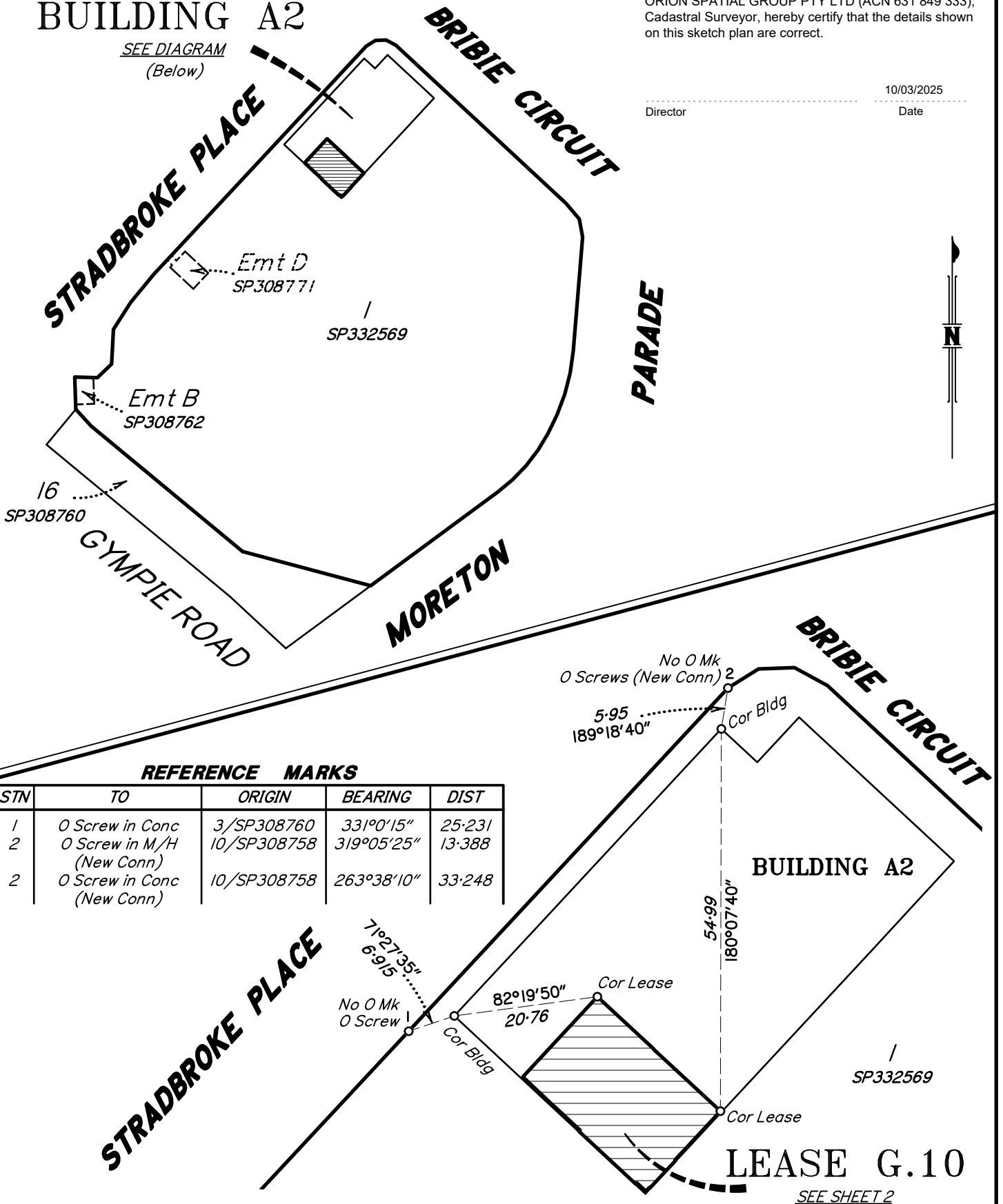
SEE DIAGRAM
(Below)

ORION SPATIAL GROUP PTY LTD (ACN 631 849 333),
Cadastral Surveyor, hereby certify that the details shown
on this sketch plan are correct.

10/03/2025

Director

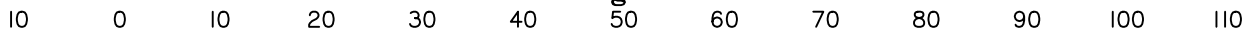
Date



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O Screw in Conc	3/SP308760	331°0'15"	25.231
2	O Screw in M/H (New Conn)	10/SP308758	319°05'25"	13.388
2	O Screw in Conc (New Conn)	10/SP308758	263°38'10"	33.248

Scale 1:750 – Lengths are in metres.



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PLAN FOR LEASE PURPOSES
LEASE G.10
BEING PART OF THE GROUND FLOOR OF
BUILDING A2 IN LOT 1 ON SP332569

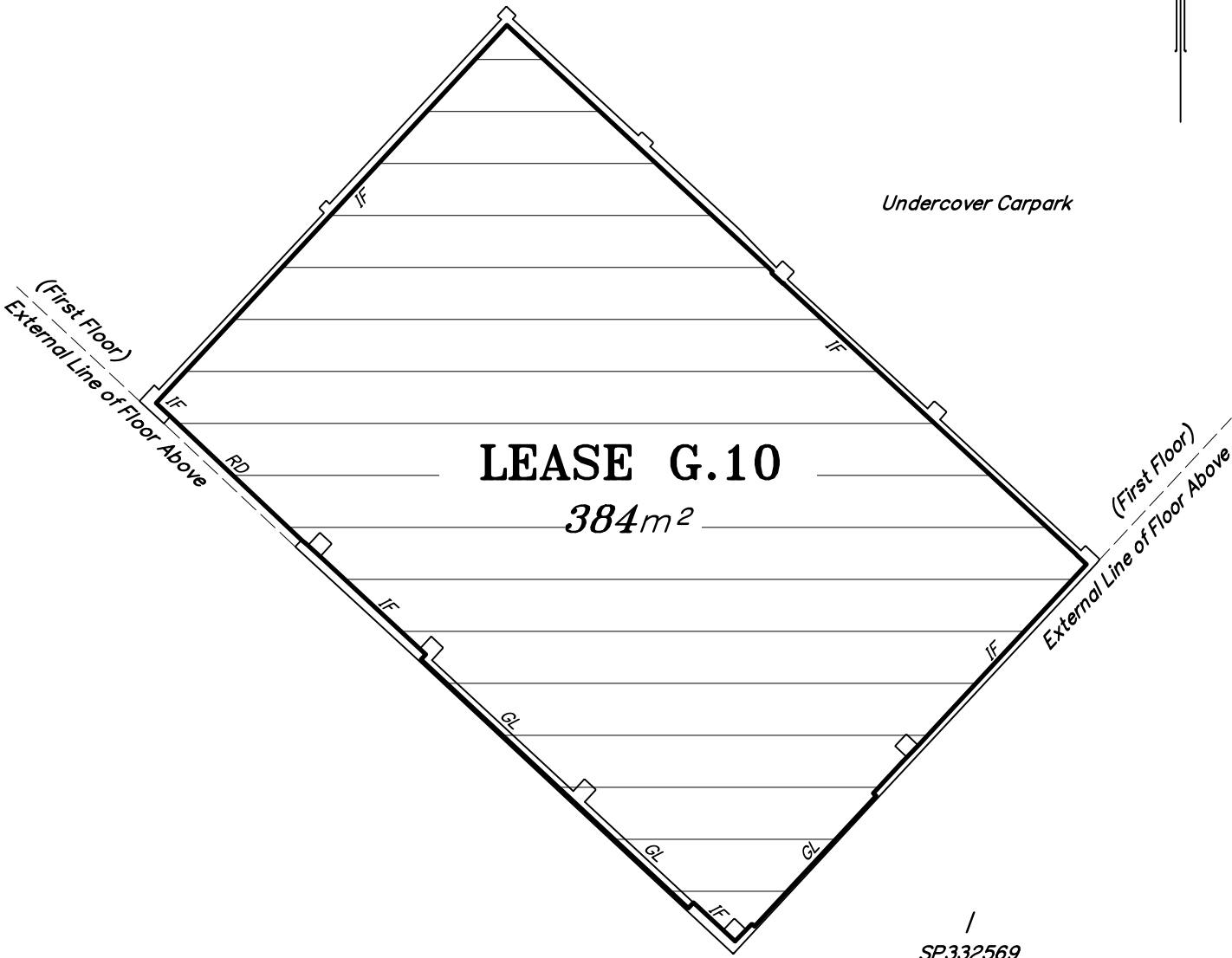
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Scale: 1 : 750
Date: 10/03/25
Title Ref: 51342678
Locality: Petrie
L.G: Moreton Bay
Checked By: DNH

BUILDING A2



Undercover Carpark

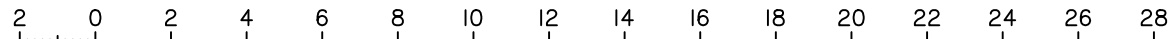


SP332569

Legend

- GL - denotes measurement to glass line
- IF - denotes measurement to internal face of wall
- RD - denotes measurement to roller door

Scale 1:200 – Lengths are in metres.



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PLAN FOR LEASE PURPOSES
LEASE G.10
 BEING PART OF THE GROUND FLOOR OF
 BUILDING A2 IN LOT 1 ON SP332569

Scale: 1 : 200
 Date: 10/03/25
 Title Ref: 51342678
 Locality: Petrie
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