

**Austin Health
(ABN 96 237 388 063)**

and

**University of Melbourne
(ABN 84 002 705 224)**

**MELBOURNE ACADEMIC CENTRE FOR HEALTH (MACH)
RESEARCH COLLABORATION AGREEMENT (NON-COMMERCIAL)**



Melbourne Academic
Centre for Health

Research Collaboration Agreement

THIS RESEARCH COLLABORATION AGREEMENT is made on the date it is executed by the last Party to sign.

PARTIES:

AUSTIN HEALTH (ABN 96 237 388 063) of 145 Studley Road, Heidelberg VIC 3084.

AND

University of Melbourne (ABN 84 002 705 224) of Lance Townsend Building (Level 8), Department of Surgery, Austin Health, 145 Studley Road, Heidelberg VIC 3084.

INTRODUCTION:

- A. The Parties have agreed to collaborate on the Project in accordance with the terms and conditions set out in this Agreement.

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the contrary intention appears:

Agreement means this Research Collaboration Agreement, including any schedules and annexures and as may be amended from time to time in accordance with its terms;

Authorised Representative means the nominated personnel of each Party as set out in Item 5 of the Schedule;

Background Intellectual Property means all Intellectual Property Rights belonging to or under the control of a Party as at the Commencement Date of the Project or developed or created by a Party after that Commencement Date but independently to and separately from this Agreement, which are made available for the conduct of the Project, including (a) subsisting in Background Materials; and (b) as set out in Item 4 of the Schedule;

Background Material means any physical, electronic, mechanical, biological or chemical materials (including any tissue, blood or other biospecimen, or any software) belonging to or under the control of a Party as at the Commencement Date of the Project or developed or created by a Party after that Commencement Date but independently to and separately from this Agreement, which are made available for, or agreed to be provided under or in relation to, the Project, including as set out in Item 6 of the Schedule;

Business Day means in relation to anything that needs to be done or received, a day not being a Saturday, Sunday or declared public holiday in Melbourne or a holiday of any party being a University and as published in that University's academic calendar from time to time;

Commencement Date means the date set out in Item 2 of the Schedule;

Confidential Information in relation to a Party, means all knowledge, information (including scientific, business, patient, staff and financial information), inventions, improvements, documents, drawings, samples, devices, demonstrations, trade secrets, know-how and other information of whatever description and all other commercially valuable information of that Party and which that Party regards as confidential to it (or which it designates as confidential) and all copies, notes and records as well as all related information generated by, or that comes into the possession (howsoever occurring) of, the other Party based on or arising out of any such disclosure, but does not include information which:

- (a) is in the public domain at the time of disclosure to the other Party;

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- (b) is published or otherwise becomes part of the public domain but not in breach of any other obligations of confidence;
- (c) at the date of disclosure to the other Party was already properly in the possession of the other Party without an obligation of non-disclosure to that Party;
- (d) is independently created by or on behalf of the other Party by persons who had no knowledge of the disclosed information; or
- (e) is required to be disclosed by law;

Improvement means an incremental improvement or modification of a Party's Background Intellectual Property (whether by addition, omission or alteration) to secure better performance, application or efficacy, whilst retaining the essential characteristic of such Background Intellectual Property. For the avoidance of doubt, an Improvement does not include any intellectual property that can be used or exercised without infringing the relevant Background Intellectual Property;

Intellectual Property Rights means statutory and other proprietary rights in respect of trademarks, patents, circuit layouts, copyright, confidential information and all other rights with respect to intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967;

Loss has the meaning specified in clause 10.3;

Party means a party to this Agreement, its successors and permitted assigns and persons for whom it is responsible;

Privacy Laws mean Commonwealth and/or State and/or Territory legislation, principles, codes and guidelines in relation to the collection, use, storage and security or disclosure of any Personal Information and/or Health Information (as defined in any applicable Privacy Laws);

Project means the research project described in Item 1 of the Schedule;

Project IP means all Intellectual Property Rights developed or discovered in the course of the Project, including subsisting in Project Material but excludes copyright in any student thesis; and

Project Material means any physical, electronic, mechanical, biological or chemical materials (including any tissue, blood or other biospecimen) produced in the conduct of the Project;

Special Conditions means such conditions as may be specified in Item 10 of the Schedule;

Termination Date is the date set out in Item 3 of the Schedule.

1.2 In this Agreement, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes all genders;
- (c) a reference to an individual, person, corporation, trust, partnership, unincorporated body or other entity includes any of them or any other legal person;
- (d) reference to a Party includes that Party's employees and authorised sub-contractors and agents;
- (e) a reference to a clause or schedule is a reference to a clause of, or a schedule to, this Agreement;
- (f) references to the words "**include**" or "**including**" are to be construed without limitation;
- (g) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

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- (h) reference to an “**agreement**” or “**document**” is to the agreement or document as amended, replaced or otherwise varied, except to the extent prohibited by this Agreement or by that other agreement or document;
- (i) a reference to writing includes reference to printing, typing and other methods of producing words in a tangible and permanently visible form;
- (j) if a word or expression is given a meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (k) headings are for convenience only and do not affect interpretation;
- (l) the recitals form part of this Agreement; and
- (m) this Agreement is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

1.3 In the event of any conflict or inconsistency the following order of precedence shall apply (in descending priority):

- (a) the Special Conditions;
- (b) the terms and conditions of the clauses of this Agreement; and
- (c) the Schedule.

2. TERM OF THIS AGREEMENT

2.1 This Agreement commences on the Commencement Date and shall be ongoing until the Termination Date or unless otherwise terminated in accordance with its terms.

3. CONDUCT OF THE PROJECT

3.1 Each Party agrees to conduct the Project in accordance with this Agreement, including any Special Conditions.

3.2 The Parties shall use all reasonable endeavours to carry out the Project to a high standard and follow the Australian Code for the Responsible Conduct of Research (<https://nhmrc.gov.au/about-us/publications/australian-code-responsible-conduct-research-2018>) and the National Statement on Ethical Conduct in Human Research (<https://nhmrc.gov.au/about-us/publications/national-statement-ethical-conduct-human-research-2007-updated-2018>).

3.3 Each Party must ensure that all necessary ethical, administrative and governmental approvals relating to the Project are in place before commencing the Project.

4. PROJECT FUNDING & SUPPLIES

4.1 There will be no financial obligation and no funding of any sort required from each Party for the conduct of the Project other than as set out in Item 6 and Item 9 of the Schedule.

4.2 Each Party shall supply in a timely and diligent manner all funds, personnel, equipment, materials (including Background Materials) and other things necessary to fulfil its responsibilities under this Agreement for the Project. Any specific supplies to be provided by a Party are listed in Item 6 and Item 9 of the Schedule.

4.3 In undertaking the Project, each Party must ensure that it obtains and/or uses Project Material and Background Material in accordance with all applicable laws, regulations, policies guidelines and codes of conduct (including any applicable ethical approvals).

5. REPORTING

5.1 The Parties will regularly hold meetings (at least as set out in Item 8 of the Schedule) to update the other on progress of the Project. A final report will be compiled and signed off as set out in

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Item 8 of the Schedule by the Authorised Representative (or nominee) of each Party prior to the Termination Date or such later date as agreed by the Parties.

6. INTELLECTUAL PROPERTY, MATERIALS AND IMPROVEMENTS

Background IP and Background Materials

- 6.1 A Party's Background Intellectual Property shall remain vested solely in that Party and nothing in this Agreement shall be deemed to give the other Party any rights to use or commercialise the same except as expressly provided by this Agreement.
- 6.2 Each Party:
- (a) agrees that it will not have any claim, ownership or interest in the other Party's Background Intellectual Property;
 - (b) acknowledges and agrees that, subject to clauses 6.5 and 6.6, Improvements will be owned by the Party or Parties that own the relevant Background IP; and
 - (c) grants the other Party a non-exclusive, fee and royalty-free licence for the use of any Background Intellectual Property made available by the granting Party for the purpose of carrying out the Project only.
- 6.3 The following provisions apply whenever a Party (**Material Provider**) provides Background Material to another Party (**Material Recipient**):
- (a) The Material Recipient must:
 - only use the Background Material for the purpose of the Project;
 - not provide the Background Material to any third party;
 - not use the Background Material in humans;
 - not seek any form of registration of Intellectual Property or other statutory protection of the Background Material;
 - not seek to reverse engineer the Background Material or otherwise determine the origin of the Background Material (unless otherwise expressly agreed by the parties);
 - comply with all laws and applicable codes of conduct in relation to use of the Background Material;
 - obtain all ethical clearances that are necessary or desirable to use the Background Material for the purpose of the Project; and
 - co-operate with the Material Provider and act reasonably in connection with this Agreement and receipt of the Background Material.
 - (b) The Material Recipient acknowledges and agrees that, as between the parties, the Material Provider retains title to the Background Material provided to the Material Recipient under this Agreement.
 - (c) The Material Recipient acknowledges and agrees that:
 - the Material Provider does not make any representation or give any warranty that the Background Material is fit for any particular purpose;
 - the Material Provider does not make any representation or give any warranty that the use of the Background Material by the Material Recipient or transfer of the Background Material to the Material Recipient will not infringe the Intellectual Property or other rights of any third party;
 - the Background Material is provided on an "as is" basis; and

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except as otherwise provided in clause 6.2(c), nothing in this Agreement grants the Material Recipient a licence or assigns to the Material Recipient any Intellectual Property of the Material Provider.

Cross licence of Project IP and Project Materials for non-commercial purposes

- 6.4 The Parties agree that each Party is granted a non-exclusive, fee and royalty-free licence to use the Project IP and/or Project Materials and any Improvements for the:
- (a) purpose of carrying out the Project; and
 - (b) each Party's own internal non-commercial, educational, and teaching purposes.

Commercialisation of Project IP, Project Materials and Improvements

- 6.5 Each Party must provide to each other Party a written description of any Project IP, Project Materials or Improvement to another party's Background IP that could be reasonably expected to have commercial potential (**IP Disclosure**) as soon as practicable after such Project IP or Project Material arises.
- 6.6 As soon as possible after issuing an IP Disclosure under clause 6.5, the Parties will negotiate in good faith an agreement allowing for commercial use of the relevant Project IP, Project Materials or Improvement, including:
- (a) (if applicable) ownership and protection of Project IP and/or Project Materials;
 - (b) identification of the Party who will lead commercialisation and protection of Project IP and/or Project Material and/or Improvement, including who will bear costs and expenses (including patent attorney fees);
 - (c) payment to the non-lead Party or Parties a share of any commercialisation benefits received;

Any decision regarding cl 6.6(a) - (c) shall take into account each Party's contribution to the creation of the relevant Project IP, Project Material and/or Improvement, including know-how, inventorship and clinical contributions. In default of agreement, this will be finally determined by an independent expert in accordance with, and subject to, Resolution Institute Expert Determination Rules and unless the parties agree upon an expert, either party may request a nomination from the Chair of Resolution Institute.

7. PRIVACY

- 7.1 Each Party must comply with its obligations under all applicable laws in relation to the collection, storage, use and disclosure of any Personal Information or Health Information (as defined in any Applicable Privacy Laws) which it obtains during the conduct of the Project or to which it becomes privy as a result of this Agreement, including that each Party must only use such information in accordance with the terms of any consent forms required under clause 3.

8. CONFIDENTIALITY AND PUBLICATION

- 8.1 Subject to the remaining provisions of this clause 8, each Party will treat all Confidential Information of any other Party as confidential and will not, without the consent of the other

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relevant Party, disclose or permit the same either to be disclosed to third parties or to be used, except solely as contemplated by this Agreement.

- 8.2 Each Party must use all reasonable endeavours to ensure that its representatives comply with the obligations of confidentiality imposed upon it under this clause 8 as if those representatives were bound in the same way.
- 8.3 Each Party must advise each other Party as soon as practicably possible of any breach of any confidentiality obligations under this Agreement of which it becomes aware.
- 8.4 A Party may disclose Confidential Information if required to do so by law or to its professional advisers, subject to the relevant adviser being bound by similar obligations of confidentiality, or if necessary, entering into an appropriate confidentiality undertaking.
- 8.5 A Party may publish the Project IP, subject to it complying with the following:
- (a) prior to any publication, the Party must provide the other Party with full details of the Project IP it proposes to publish and the nature of the publication; and
 - (b) the other Party must notify the first Party whether permission to publish has been granted or refused within 30 days of the request (or such other period as may be set out at Item 7 of the Schedule) (**Period**); and
 - (c) if the other Party fails to notify the first Party of its decision under clause 8.5(b) within the Period shall be deemed to have consented to the proposed publication by the first Party; and
 - (d) any other Party may only refuse a request to publish if, in that other Party's reasonable opinion, the publication is likely to jeopardise:
 - the protection of Project IP (as applicable) under any statute of monopoly; or
 - the successful commercialisation of the Project IP by the Party with such rights, or
 - the other Party's Confidential Information.
- 8.6 The Parties acknowledge that where a student who is actively involved in the Project requires the Project IP to be published, in whole or in part, as part of their thesis for the award of a degree, that:
- (a) ownership of copyright in a thesis authored by the student is owned by the relevant student;
 - (b) the thesis may be distributed to the student's examiners, on a confidential basis; and
 - (c) unless otherwise agreed in accordance with clause 6.6, the educational institution at which the student is enrolled (**Host Institution**) may deposit in the Host Institution's library (in electronic or printed form) a copy of the student's completed thesis or work submitted for a higher degree.
- 8.7 Each Party's obligations under this clause 8 shall survive termination or expiration of this Agreement.

9. WARRANTIES

- 9.1 Each Party warrants that it is the owner of, or has the right to provide and use, its Background Intellectual Property for the Project free from all encumbrances and that to the best of its knowledge and belief at the time of entering into this Agreement, no third party has any rights or claim over the same.
- 9.2 Each Party warrants that, to the best of its knowledge and belief at the time of entering into this Agreement, it is not aware of any matter, fact or circumstance that is likely to adversely affect its ability to meet its obligations in relation to this Agreement, but if, during the term of this

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Agreement a conflict, or risk of conflict of interest, arises it shall promptly notify the other Party or Parties immediately in writing of that conflict or risk.

- 9.3 Each Party will exercise all reasonable care and diligence in carrying out its obligations under this Agreement and in relation to the Project, but to the fullest extent permitted at law each Party excludes all warranties, conditions or terms, implied in fact or at law, including any warranties that the Project IP are of merchantable quality or are fit for a particular purpose.

10. INSURANCE AND INDEMNITIES

- 10.1 Each Party shall effect and maintain adequate insurance to cover its conduct of the Project.
- 10.2 Each Party uses the Project IP and any Project Materials and/or Improvements in accordance with this Agreement at its own risk.
- 10.3 Each Party releases and indemnifies and will continue to release and indemnify the other Party or Parties and its officers, staff and agents from and against all actions, claims, demands, costs and expenses (including the costs of defending or settling any action, claim or demand) (**Loss**) made, sustained, brought or prosecuted in any manner directly based upon, occasioned by or attributable to any injury to any person (including death) or loss of or damage to property (including any infringement of Intellectual Property Rights) which may arise in relation to:
- (a) the indemnifying Party's use of the Project IP or Project Materials or Improvements;
 - (b) or be a consequence of, the indemnifying Party's disclosure or use of any Confidential Information in breach of this Agreement;
 - (c) any unlawful or negligent act or omission of the indemnifying Party or its representatives under this Agreement;
 - (d) a breach of the terms and conditions of this Agreement by the indemnifying Party.
- 10.4 The indemnifying Party's liability to indemnify another Party under this clause 10 will reduce proportionately to the extent that any unlawful act or omission, or negligence or wilful misconduct by the indemnified Party or Parties contributed to the loss or damage sustained by the indemnified Party or Parties.
- 10.5 An indemnified Party will use its commercially reasonable efforts to mitigate any Loss that is subject to indemnification under this Agreement. In the event that an indemnified Party fails to so mitigate a Loss, the indemnifying Party will have no liability for any portion of such Loss that reasonably could have been avoided had an indemnified Party made such efforts.
- 10.6 Notwithstanding any other provision in this Agreement, no Party will be liable to any other Party in connection with this Agreement in contract, tort (including negligence), under statute, under any indemnity, under any action, claim or liability, or under any other basis in law or equity for any Loss of an indirect or consequential nature (including any economic loss, or loss of profits, revenue, production, opportunity, anticipated savings, access to markets, goodwill, reputation, business, or loss arising from business disruption or loss or corruption of data, or penalties imposed by third parties), whether or not such loss, or the possibility of such loss, was foreseeable, could have been contemplated by, or was notified to, the other Party.
- 10.7 The provisions of this clause 10 shall survive expiration or termination of this Agreement.

11. DEFAULT AND TERMINATION

- 11.1 Without prejudice to any other of Party's rights, a Party (**First Party**) may by notice immediately terminate this Agreement if the other Party (**Breaching Party**):
- (a) commits a material breach of this Agreement and, where such breach is capable of remedy, fails, within 14 days after receipt of written notice, to remedy such breach; or
 - (b) is guilty of any wilful misconduct or wilful neglect in the discharge of its duties under this Agreement; or

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- (c) seeks relief under any bankruptcy or insolvency law or is the subject of liquidation or winding up proceedings, receivership, bankruptcy or similar, other than for the purpose of and followed by a reconstruction, amalgamation or re-organisation.
- 11.2 Upon receipt of a notice of termination the Breaching Party must:
- (a) stop work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that termination and to protect the First Party's Confidential Information;
 - (c) return to the First Party or destroy, as directed by the First Party, any documents originating from the First Party which embody any First Party Confidential Information and must not keep any copies in any form, with the exception of one copy of same, which may be retained in safe custody (as may be specified by the First Party) for insurance and record purposes only; and
 - (d) upon request certify that any documents not returned to the First Party have been destroyed in accordance with clause 11.2(c).
- 11.3 Each Party acknowledges that damages may be an insufficient remedy for a breach by that Party of this Agreement in relation to protecting Confidential Information and that the other Party may be entitled to injunctive or other relief as the circumstances may require.
- 11.4 Notwithstanding other provisions of clause 11, a Party shall not be entitled to exercise its rights and remedies upon the default of the other Party if that default:
- (a) is caused by an act or event that is beyond the reasonable control of that other Party; or
 - (b) was not reasonably foreseeable at the time this Agreement was fully executed.
- 11.5 This Agreement may be terminated by mutual agreement in writing between the Parties.
- 11.6 This Agreement may be terminated by a Party on 90 days written notice.

12. NOTICES

- 12.1 Any notice, demand, approval, direction, offer, consent, agreement, specification, request, statement or other communication (**Notice**) required to be given or made under this Agreement must be
- (a) in writing, in English;
 - (b) signed by a person duly authorised by the sender; and
 - (c) will be deemed duly given or made if delivered or sent in writing by prepaid post or email or facsimile transmission to the Party's Authorised Representative,
- 12.2 Any Notice will be deemed to have been received by the Party to which it was sent:
- (a) in the case of hand delivery, upon the date of such delivery;
 - (b) in the case of prepaid post within Australia, on the fourth (4) day following the date of dispatch;
 - (c) in the case of facsimile transmission, at the time of transmission, provided that, following the transmission, the sender receives a transmission report confirming complete error free transmission; or
 - (d) in the case of email transmission, at the time of transmission, provided that, following the transmission, the sender does not receive a notification that the email has not been successfully delivered or the recipient informs sender (and can prove) that it has not received the entire Notice,

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but if the result is that a Notice would be taken to be given or made on a day which is not a Business Day, or is later than 4.00 pm (local time), it will be taken to have been duly given or made at 10.00 am on the next Business Day.

- 12.3 Either Party may change its Authorised Representative, address, email address or facsimile transmission number for the purposes of this Agreement and/or for a Project by giving Notice of such change to the other Party.

13. DISPUTE RESOLUTION

- 13.1 Except as specified in clause 6, all disputes or differences in relation to this Agreement or its subject matter (**Dispute**) shall be resolved in accordance with this clause 13.
- 13.2 Upon one Party giving notice of a Dispute arising between the Parties, the Parties agree to negotiate in good faith to resolve the Dispute and will refer resolution of the Dispute to their Authorised Representatives, or their nominees. If the Dispute has not been resolved by negotiation within 10 Business Days or any other period of time agreed by the Parties, either Party may refer the Dispute to mediation and will do so before initiating proceedings in a court to resolve the Dispute.
- 13.3 A Dispute which is referred to mediation will be referred to the Australian Disputes Centre (**ADC**) and be conducted in accordance with the ADC Guidelines for Commercial Mediation 2015 under the relevant rules in Victoria with the proceedings being in English, and
- (a) if the Dispute has not been resolved within sixty (60) days of referral pursuant to this clause 13.3 any Party to the Dispute may initiate proceedings in a court;
 - (b) any documents produced for the mediation are to be kept confidential and cannot be used except for the purpose of settling the Dispute;
 - (c) each Party must bear its own costs of resolving a Dispute under this clause 13.3; and
 - (d) unless the Parties otherwise agree, the Parties must bear equally the costs of the mediator.
- 13.4 Nothing in this clause 13 will prevent a Party from seeking interlocutory relief through courts of appropriate jurisdiction. But a Party shall not otherwise commence legal action in the event of a Dispute unless it has first complied with clauses 13.2 to 13.3 inclusive.

14. GENERAL

- 14.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior communications, negotiations, arrangements and agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement.
- 14.2 **Variation.** Any modification, alteration, change or variation of any term and condition of this Agreement (including all Schedules) shall only be made in writing and shall be effective upon being executed by both Parties.
- 14.3 **Assignment.** A Party may not assign the rights and obligations arising under this Agreement without the prior written consent of the other Party.
- 14.4 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original (and any electronic copy of same will be deemed to be an original), and all counterparts together will be taken to constitute one instrument.
- 14.5 **Relationship.** The Parties are independent contracting parties, and nothing in this Agreement makes any Party the employee, partner, agent, legal representative, trust or joint venture of the

Research Collaboration Agreement

other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

- 14.6 **Method of Disclosure.** The obligations of confidentiality in this Agreement apply irrespective of the method of disclosure whether in writing, in computer software, orally, by demonstration, description, inspection or otherwise.
- 14.7 **Burden of Proof.** The burden of showing that any Confidential Information is not subject to the obligations of confidentiality in this Agreement will rest on the recipient of such Confidential Information.
- 14.8 **Costs and Taxes.** Each Party shall bear its own costs and taxes arising out of the negotiation, preparation and execution of this Agreement.
- 14.9 **Further Assurances.** Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.
- 14.10 **Severance.** If any provision of this Agreement is invalid or unenforceable, such provision(s) shall be deemed deleted but only to the extent necessary and the remaining provisions of this Agreement shall remain in full force and effect.
- 14.11 **Time of the essence.** Time is of the essence in the performance of any obligation or for anything that is required to be done pursuant to this Agreement.
- 14.12 **Governing Law.** This Agreement is governed by the laws of the State of Victoria and each Party submits to the exclusive jurisdiction of the courts of that State.

15. SURVIVAL

- 15.1 Any term which by its nature is intended to survive termination or expiry of this Agreement does so survive, including clauses 1, 6, 7, 8, 9, 10, 11, 14.6, 14.7, 14.12 and this clause 15.

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Schedule

Item 1	Project	Project Reference No: HREC/87459/Austin-2022 Project Title: Factors that influence risk of HCC recurrence following Liver Transplantation Project Description: Retrospective data from patients who are currently or historically managed at the Victorian Liver Transplant Unit will be accessed through electronic health records. Clinico-pathological data collected, including the timing and duration of medication prescription, the total duration of CR, presence of CR prior to LT and duration between diagnosis of HCC and LT as well as data pertaining to HCC recurrence following LT.
Item 2	Commencement Date	Date when this Schedule is fully executed
Item 3	Termination Date	Completion of the Project. When final report is submitted to the reviewing ethics committee and research governance office. (And otherwise in accordance with the Protocol as annexed)
Item 4	Background Intellectual Property (<i>clause 1.1</i>)	For the purpose of this Agreement the definition of Background Intellectual Property in clause 1.1 suffices and no further information is required in this Schedule.
Item 5	Authorised Representatives (<i>clause 1.1</i>)	Austin Health Dr Heidi Gaulke Manager - Office for Research Office for Research, Level 8, Harold Stokes Building Austin Health, Heidelberg, 3084 Telephone: (03) 9496 4090 Email: research@austin.org.au University of Melbourne: Dr David Robson Director, Research Grant and Contract Services Level 4, Alan Gilbert Building The University of Melbourne, Carlton, 3053 Email: ric-contracts@unimelb.edu.au
Item 6	Resources / in-kind contributions supplied by Parties including: any required personnel and their FTE commitment, if	Austin Health -Retrospective study using electronic health records - Storage and analysis of data obtained by data collection - Provide a report on findings

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	appropriate; and any Background Materials and any stipulated conditions of use (<i>clauses 1.1 and 4.2</i>)	University of Melbourne - Publication of data in PhD thesis Data will be entered onto a password protected file which will be stored on a secure, encrypted, password protected computer that only investigators have access to. This information will be stored for 7 years then electronically deleted.
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Item 7	Limit of time a Party may consider request to publish Project IP (<i>clause 8.5</i>)	30 days
Item 8	Reports / Deliverables Frequency of Meetings (<i>clause 5</i>)	The results of the study will be reported in a peer-reviewed publication at closure. This report will be delivered by both parties. Monthly meetings will occur to discuss study progress between both parties and otherwise in accordance with the Research Project protocol as annexed.
Item 9	Funding / cash contributions	No funding required.
Item 10	Special Conditions	See clause 14.4 The parties agree that this Agreement may be executed on the basis of an exchange of facsimile or scanned copies of this Agreement, and: (a) execution of this Agreement by such means is to be a valid and sufficient execution (b) each Party declares that it has full authority to execute this agreement and that it has obtained any necessary consents or approvals and has affixed his/her/its own signature; and (c) no Party will challenge the validity of the arrangement by use of remote signatures applied by such means.

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EXECUTED as an agreement.

SIGNED for and on behalf of **AUSTIN**)
HEALTH (ABN 96 237 388 063) by its)
duly Authorised Representative in the)
presence of:)

.....
Witness (*signature*)

.....
Name of Witness (*print*)

.....
Date

Heidi Gaulke

Heidi Gaulke (Aug 11, 2022 11:51 GMT+10)

.....
Authorised Representative (*signature*)

Heidi Gaulke

.....
Name of Authorised Representative (*print*)

Manager, Office for Research

.....
Position

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SIGNED for and on behalf of **University**)
of Melbourne (ABN 84 002 705 224) by)
its duly Authorised Representative in the)
presence of:)

Jeffrey Zajac

Authorised Representative (*signature*)

Jeffrey Zajac

Name of Authorised Representative (*print*)

Head, Department of Medicine, University of Melbourne, Austin Health

Position

.....
Witness (*signature*)

.....
Name of Witness (*print*)

.....
Date

Research Collaboration Agreement
Annexure A to the Research Collaboration Agreement

PROTOCOL

[6948] MACH_HREC_87459_Austin-2022

Final Audit Report

2022-08-11

Created:	2022-08-11
By:	Austin Health Office for Research (research@austin.org.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAA64OuZGqpeVPmGKBIE85819TOEKv2EZpH

"[6948] MACH_HREC_87459_Austin-2022" History

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2022-08-11 - 00:10:55 GMT

 Document emailed to Jeffrey Zajac (j.zajac@unimelb.edu.au) for signature
2022-08-11 - 00:12:00 GMT

 Email viewed by Jeffrey Zajac (j.zajac@unimelb.edu.au)
2022-08-11 - 00:24:03 GMT

 Document e-signed by Jeffrey Zajac (j.zajac@unimelb.edu.au)
Signature Date: 2022-08-11 - 00:25:11 GMT - Time Source: server

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2022-08-11 - 01:44:50 GMT

 Document e-signed by Heidi Gaulke (heidi.gaulke@austin.org.au)
Signature Date: 2022-08-11 - 01:51:01 GMT - Time Source: server

 Agreement completed.
2022-08-11 - 01:51:01 GMT